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The Solicitors' Journal.

LONDON, JUNE 21, 1873.

IT IS IMPOSSIBLE to read the decision of the Court of Exchequer in *May v. Watney* as meaning less than that the course of business at Judges' Chambers with respect to sending down causes for trial at County Courts, under 19 & 20 Vict. c. 108, s. 26, has been irregular. As far as can be ascertained, in a matter as to which both sides seemed anxious to say as little as possible of what they knew, the attorneys for both parties to the action consented that an order should be made, under the section above referred to, for trial in the City of London Court of an action commenced in the Court of Exchequer. They then obtained from the clerk of Bramwell, B. (who happened to be the Judge at chambers) the affixing, by means of the stamp commonly employed for that purpose, of the learned Baron's signature to the order agreed upon, and it was under the order so signed that Mr. Commissioner Kerr was called upon to try the cause. There seems to be no doubt that what was done was entirely in conformity with the daily practice at chambers; but upon the case coming before him, Mr. Kerr, whether by a spirit of divination, or from information which he had received, or from a cross-examination of the attorneys or their clerks, became aware that, although the order bore the official signature of Bramwell, B., the matter had really never been before that learned Judge, and he thereupon refused to try the case. A rule to compel him to hear the case was obtained in the Court of Exchequer, and was argued at length on both sides; but, after taking time to consider, the Court (consisting of Kelly, C.B., and Martin and Pollock, BB.) arrived at the following conclusion:—

"The Court has considered this case, and as it appeared to some members of it to involve a question of jurisdiction, it was thought better that no judgment should be pronounced, but that the rule should be permitted to drop. Nevertheless, as there appeared no good reason, and especially as the parties had consented, why the cause should not be tried in the City Court, a new order would be drawn up and actually signed by a Judge, that the cause might be tried there accordingly."

As the Court have shrouded their meaning in Delphian ambiguities, and have evaded the difficulty of the particular case, by making an order for the trial of the cause which is unquestionably good, we are left to gather as best we may by inference what is the view they take of the question raised by Mr. Kerr. We may probably conclude, with some confidence, that if the order originally made had appeared to the Court in all points regular they would not have made a second. It may, therefore, be taken that an order cannot properly be made, under section 26 of the 19 & 20 Vict. c. 108, by the mere consent of the parties, and the affixing by the Judge's clerk of the Judge's stamped signature. But beyond this (and this is only inference) the determination of the Court gives us no guide. Perhaps none is needed. If the signature of the Judge cannot be validly affixed by the Judge's clerk without his special direction, it follows that such an order cannot be made without the Judge's

personal intervention. But this is all. There is no sanction given by the decision to the strange pretension, which Mr. Kerr seems to have made, to examine whether "the case was gone into" before the learned Judge; in other words, to see whether the Judge gave what Mr. Kerr would consider a judicial hearing to the case. We can scarcely think that Mr. Kerr has been correctly reported on this point. No one, at any rate out of the City of London, will doubt, that if the Judge who makes the order has the opportunity of exercising his discretion, and makes an order, the order so made is made "in his discretion" within the meaning of the 26th section; in short, that if he has, in fact, made the order, the Judge to whom it is sent has nothing to do but to obey it.

AN INTERESTING QUESTION of criminal law arose in the case of *Reg. v. Middleton*, which was argued in the Court for the Consideration of Crown Cases Reserved, before fifteen of the judges, in last Hilary Term, and in which judgment was delivered on the 7th instant. The facts were briefly these:—The prisoner had deposited a sum of 11s. in the Post Office Savings Bank. He held a warrant from the Postmaster-General entitling him to repayment of 10s. from the Post Office at Notting-hill. The postmistress's clerk, on his presenting this warrant for payment, having immediately before received a warrant from another person for £8 16s. 10d., gave the latter sum by mistake instead of 10s. to the prisoner, who took it up and walked away. The prisoner was tried for stealing the £8 16s. 10d. and convicted. The jury found that the prisoner took the money *animo furandi*, knowing it to be the property of the Postmaster-General. It was contended that there was no larceny, because the clerk intended to part with the property, and the prisoner did not obtain possession of it by any trick or fraud. The question for the Court was whether the prisoner was rightly convicted of larceny. The majority of the Court held that he was—*dissentientibus* Martin, Bramwell, and Cleasby, BB., and Brett, J. The case is one of considerable difficulty. A larceny is the taking of property *animo furandi* and *invito domino*. The word unwilling is ambiguous. It means, sometimes not willing, and sometimes willing not. It must be understood, with reference to the question of larceny, in the former sense. If a man picks my pocket in the street without my observing it, I am not willing that he should not do it, but only not willing that he should do it. Some members of the Court based their judgment on the ground that the money was the property of the Postmaster-General, and that the clerk had no authority to deal with it so as to pass the property, except in accordance with the express authority of the Postmaster-General. No such question can arise, as in the case of agents against whose principals persons dealing with them may be entitled to presume an authority which, as between the agents and the principals, does not exist, for the prisoner being found to have taken the money *animo furandi* could not be entitled to make any such presumption. Therefore there is a taking *invito domino* in the sense above mentioned. According to this view the servant's will was immaterial; and, to use a somewhat bold metaphor, he might be regarded, save for the purpose of complying with a particular instruction, as in the same position as his master's pocket. To one particular person he was entitled to pass the property as a living agent; for all other purposes he was to hold the property merely like a dead receptacle. The difficulty is, however, that very fine distinctions immediately arise, and acts of which the moral character is precisely similar become crimes or not from the existence or non-existence of circumstances which, from a moral point of view, are immaterial. If I give a half-sovereign to a cabman by mistake for a sixpence, and he takes it knowingly, it is no larceny. If I tell a servant to look in my drawer and take a sixpence from it to give to a cabman, and the servant by mistake takes a half-sovereign and gives it to the cabman, that is larceny. So, also, if a person is a general agent entrusted

with the possession of goods, and entitled to deal with them generally as representing the owners, and if the agent parts with goods by mistake, as in the present case, and another receives them *animo furandi*, it is not larceny. Thus the question of crime or no crime depends on a somewhat nice distinction as to the relation between the owner and the person in actual possession of the goods, which relation is probably quite unknown to the prisoner, and can have no bearing on the moral character of the act. These considerations seem to show that we are here *inter apices juris* to an extent that is not satisfactory in dealing with crimes the definition of which should be simple and natural, corresponding to broad moral distinctions, and not technical and artificial ones. There will probably always be these line cases as long as positive laws exist, but the feeling they excite is anything but one of satisfaction.

THE PROGRESS of the European Arbitration has been throughout one of victory to the policyholder. The present week has added another to his already numerous successes. In *Harman's case* and *Pratt's case*, the assured having been originally policyholders in the Anglo-Australian Company, had by successive transfers of business been handed over, first to the British Provident, then to the British Nation, and finally to the European Society. The effect of the transactions under which the transfers were made was such as not to establish against the policyholders any novation of contract, but to give them from each transferee company a guarantee in respect of the obligations secured by the policy. Under these circumstances, the official liquidator contended that no proof could be carried in against the three last mentioned companies until the assets of the Anglo-Australian had been exhausted; but Lord Westbury decided in favour of the policyholders, that there was a concurrent right of proof *instantly* against all four companies, subject, of course, to the limitation that not more than 20s. in the pound should be received on the whole of the debt. The familiar authority of *Kellock's case* (16 W. R. 919, L. R. 3 Ch. 769) will occur at once to our readers. The position of the policyholder was, in fact, as respects each one of the four companies, that of a creditor holding security in his right of proof against each of the other three. A precisely similar position of affairs was the subject of decision in *Re Joint Stock Discount Company, Warrant Finance Company's case*, No. 1 (18 W. R. 102, L. R. 5 Ch. 86), and it was there held that where a creditor has a right of proof against the estates of two companies in liquidation he may carry in a proof in respect of the whole amount of his debt in each liquidation, and may receive dividends from both estates until the full amount of his debt and interest has been paid. No mention seems to have been made of interest in the cases in the European Arbitration to which we have referred, but we conceive that the principle of the decision must extend to allow of its payment.

YESTERDAY (Friday) the Lords Justices reversed the decision of the Chief Judge in Bankruptcy in *Ex parte Atkinson* (21 W. R. 593.) The point decided is of some practical importance in liquidation proceedings. The 275th rule of 1870 says that the signatures of the statutory majority of creditors, assembled at a meeting, may be subscribed "subsequently to the meeting, but prior to the filing or registration of the resolution." The Chief Judge (affirming a decision of Mr. Registrar Keene) held that a creditor was entitled to affix his signature after the resolution had been taken into the registrar's office, but before it had been actually registered. The Lords Justices, on the contrary, were of opinion that the true construction of the rule is, that the signatures must be subscribed before either the filing or the registration of the resolution, and that after the papers have been taken into the registrar's office they are in the custody of the Court, and cannot be altered by any one. Lord

Justice James said that if, after the papers were in the office, they were allowed to be tampered with, the way would be opened to immense inconveniences, and even to fraud. Lord Justice Mellish pointed out that, as rule 295 provides that the refusal by the registrar to register a resolution may be the subject of an appeal, if creditors were permitted to sign at any time before actual registration, the state of things might be continually changing pending appeals from a registrar to the judge of a County Court, from the County Court to the Chief Judge, and from the Chief Judge to the Lords Justices. The fact that these inconveniences would result from a different construction confirmed him in thinking that the grammatical construction of rule 275 was to be followed, though, no doubt, upon either construction, one of the words, "filing" and "registration," would be superfluous.

WE HAVE OFTEN URGED the pressing necessity which exists for more frequent sittings by the Judges in the great centres of business throughout the country. A paper issued by the Liverpool Incorporated Law Society, which will be found in another column, places the matter in a strong light. It appears that at the last Liverpool Assizes, out of 118 causes disposed of, only 43 were tried out. Of the remainder no fewer than 41 are accounted for under the heads "referred," or "special cases," or "*remansets*." The Society justly remark that the blame of this state of things attaches neither to judges nor to counsel, but to the system, which gives no opportunity for the proper administration of justice. A remedy may be found either in a quarterly assize for Lancashire, or in the long-talked of formation of that county into a separate circuit.

THE DUTIES OF PRESIDING OFFICERS AT ELECTIONS.

In the case of *Pickering v. James*, decided recently in the Court of Common Pleas, various points of considerable interest arose with respect to the construction of the Ballot Act, 1872. By that Act, which applies to municipal as well as Parliamentary elections, every county and borough is to be divided into polling districts, and for each polling district a polling place is to be appointed. The returning officer is to provide polling stations at each polling place, and to appoint a presiding officer to preside over the conduct of the election at each polling station. He may also appoint and pay clerks to assist the presiding officer, to whom the presiding officer may delegate such part of his duties as he may think fit. The mode of voting is to be as follows:—A voting paper, to be stamped on both sides with a mark called the official mark, is to be delivered to each voter, who is to take it into one of the compartments provided at the polling station for the purpose of screening the voter from observation while voting, and make a cross against the names of the candidates for whom he votes; he is then to fold it up so as to leave the official mark on the back of the paper exposed, and to bring it back and deposit it in the ballot-box, in the presence of the presiding officer, having first shown the official mark on the back to such officer. Any vote deposited in the ballot-box on a paper not bearing the official mark is to be void.

The plaintiff in the action, who had been a candidate for election to the office of town councillor in the borough of Birmingham, brought his action against the defendant, who had been a presiding officer at one of the polling stations during the election, alleging that, under the Act, it was incumbent on the defendant to perform three duties, and that he had neglected to perform the same. The three duties alleged were: first, to deliver to the voters papers bearing the official mark; secondly, to be present in order that the voters might, before depositing their ballot papers in the box, show the official mark on the back to the presiding officer; and, thirdly, to ascertain before the voters placed the papers in the box that

they had the official mark upon them. The declaration alleged, further, that the defendant had delivered to nine of the voters at the election papers not bearing the official mark, and had also, with respect to these voters, failed in the other two duties set forth. It was then stated that a candidate other than the plaintiff was declared elected at the close of the poll, against whose return the plaintiff petitioned; and that, by reason of the defendant's neglect of the duties before mentioned, the plaintiff was prevented from being elected, and lost the expenses which he had incurred in endeavouring to procure himself to be elected, and the expenses which he had incurred in respect of the petition. The defendant demurred to the declaration. It was urged on his behalf that the action would not lie without an allegation of malice or negligence; that the statute did not expressly impose the duties alleged on the defendant at all; and that it could not be meant to impose them on the defendant in the sense that he would be liable to an action for the breach of them, but that the provisions of the statute were directory merely. The Court held that imperative duties of a ministerial character must be taken to be imposed on the presiding officer *prima facie*, though with respect to such duties as he had in fact delegated to his clerk he would not be liable, inasmuch as he did not appoint him, and the relation of master and servant did not exist between them; and that, in accordance with the general rule of law on the subject of ministerial duties, an action would lie without malice or negligence. The Court, however, differed somewhat as to the duties which the statute must be considered as imposing. Keating and Brett, JJ., thinking that all the three duties alleged were imposed by the statute, while Bovill, C.J., and Grove, J., thought that only the first and second duties were imposed, and that the third duty, viz., that of ascertaining that the paper deposited in the ballot-box bore the official mark, was not made imperative on the presiding officer. It is obvious that one of the most essential objects of the statute is to insure that the paper delivered to the voter bearing the official mark is deposited in the ballot-box, inasmuch as if one paper with such mark can be got out of the polling station, a series of substitutions can be effected, so as quite to frustrate the purpose of the Act, for a voter can be sent in with the paper thus got out already filled up, and bring out the one delivered to him and so on. The Chief Justice and Mr. Justice Grove thought, however, that the scheme of the Act was to insure the required object, by imposing the duty of depositing the paper in the box on the voter, and enforcing it by severe penalties, and that they could not imply an absolute duty on the presiding officer to see that this was done.

It is obvious that all security for the carrying out of the Act in this respect is not taken away by this view. If the presiding officer detects a voter endeavouring to commit a fraud in this respect, he will, of course, be bound to prevent him in one sense, in the same way as a man is bound to prevent or give information of a robbery which he sees being committed; but this is very different from saying that there is an absolute duty cast on him, so as to render him liable to an action by a party aggrieved.

The whole subject is not free from difficulty. During the argument the Chief Justice pointed out with great force the hardships which might be involved in cases of the sort. If two papers chanced to stick together, so that one was marked on the back and the other on the front only, and were so delivered to the voters, or if the stamping machine failed to impress the mark properly on some of the papers, from being greasy, or in the case of any similar accident in the course of the hurry and bustle of an election, the presiding officer might possibly be made liable for the loss of the election. Inasmuch as it was stated that the defendant only got two guineas for his services, the inducement for undertaking such responsibilities seems hardly adequate. It will probably be found difficult to get presiding officers on these terms;

and if any can be found to serve, it will be prudent for such to delegate as many of their duties as possible to their clerks, inasmuch as then, it appears, they will not be liable, and the clerks will probably not be persons against whom it will be thought worth while to bring an action. In addition to the counts of the declaration merely alleging breaches of the duties above-mentioned, there was also a count for a £100 penalty, for wilful breaches of such duties, under section 11 of the statute, which was held good.

A serious question, it seems to us, must arise in future in such actions, except so far as regards the action for the statutory penalty, with regard to the measure of damages. The only three elements of damage which appear to suggest themselves are the loss of the election itself, the loss of the expenses incurred by the candidate in endeavouring to procure himself to be elected, and the loss of the expenses of an election petition, if brought, as in the present case. These questions did not arise in the case argued in the Common Pleas, as the argument was on demurrer, in which case, of course, even if there were a right to nominal damages it would be sufficient, and the case of *Ashby v. White* (1 Sm. L. C.) is strong to show that nominal damages can, at any rate, be recovered. With respect to the first head of damage above-mentioned, it may be asked on behalf of a defendant, how can there be any possible measure of the damages recoverable for being prevented from being a town councillor? How can a jury put a pecuniary value on the privilege of occupying that position? This is not a case, apparently, in which the damages can be vindictive or penal in their nature, as in many instances where a man has been maliciously deprived of a right or injured. It is a bare nonfeasance, and surely in such cases the measure of damages must be the pecuniary loss to the plaintiff. Can a man allege a private interest or right approaching to the nature of personal property in the exercise of a gratuitous public function? The public has an interest in the best man being appointed to the position, and to secure the interest of the public, not of the candidate, it would appear that the rules for election are laid down by the statute.

Then, with respect to the second head of damage, how can the candidate be truly said to have lost the expenses of the election by not being elected? Those expenses he would have defrayed whether elected or not. The candidate has really lost by the presiding officer's default, not the price of his election, but the election itself. He has lost the object for which he expended his money, not the money itself. Thirdly, come the costs of an unsuccessful petition; but can it be said that these are the natural consequences of the breach of duty? The consequences of the breach of duty are that the candidate fails in his petition, not that he brings it—i.e., that he fails to get himself returned, and loses further expenses incurred in endeavouring to do so, which, it may be argued, must stand on the same footing as the original expenses of the election. It may be said that, apart from winning the election, he might have got his costs, if successful. It does not follow that he would have recovered the costs of the petition, even if he had succeeded. The costs are in the discretion of the Court, which might not have given them. The other party might not have been able to pay them if made liable to do so. Even allowing that, as a matter of fact, he might have recovered the costs if he had succeeded, are not the damages too remote in their character? The loss of the expenses of the petition is not the immediate and direct consequence of the breach of duty, but of an independent voluntary act of the plaintiff, which cannot be said to be the natural or necessary consequence of such breach. The case is not analogous to those in which a party to a contract has brought an action on the contract against another, relying on the supposed authority of an agent, and having failed, seeks to recover the costs against the agent. There the bring-

ing the action may be the direct consequence of the agent's misrepresentation.

It may, however, be urged, in answer to the arguments suggested above, that what the party spends his money for is the opportunity of standing at an election, to be conducted in a valid and proper manner, so that if the majority is really in his favour he may win, and that the party who, by his default, renders that which he gave his money for of no value is bound to recoup him. The candidate has lost that which was of no general value, but the value of which to him is to be measured by what he paid to secure it. There are cases in which the value of a thing is to be measured by its value to the individual, even admitting that no saleable value attaches to it. Then, again, with regard to the expenses of the petition, it may be urged that a party is entitled to assume that the presiding officer has done his duty; and although the bringing of the petition was not the result of the presiding officer's default, the failure of it and consequent loss of the costs were; that if a person is entitled to assume that the presiding officer has done his duty, and lays out money on the faith of that assumption for the purpose of procuring something which he cannot procure by reason of the presiding officer's default, and which he might have procured but for that default, he is entitled to recover the money which has been so thrown away by reason of such default.

DAMAGES AGAINST CARRIERS.

(Continued from p. 631.)

Lastly, the case which presents the greatest difficulty is that where the carrier makes default in receiving the goods.

But before examining this case it will be convenient to consider what will happen where the carrier, having received the goods to carry, takes them to a wrong place. The owner is, of course, not bound to take delivery anywhere but at the place to which the carrier has undertaken to transport them, and if the carrier misdelivers the goods he is liable as for their loss. But circumstances may well arise in which it would be prudent for the owners to take the goods at the place to which the carrier has brought them, though that place may not be the place to which he ought to have carried them; and it can hardly be that he is not entitled to do so with a reservation of his remedy against the carrier for the breach of his undertaking. If, then, he does so accept the goods under reservation of his rights, what will be the measure of damages in his action against the carrier? Following the analogy of the cases already considered, it would seem that he is entitled to recover the difference between the value of the goods at that place, and their value at the place where they ought to have been delivered. This latter value must be taken with reference to the time when the goods ought to have been delivered at the place of destination; the former value must be taken at the time when the goods first became available in their owner's hands at the place of actual delivery, or within such reasonable time afterwards as will enable him to deal with them prudently. It may be necessary to send the goods elsewhere, either home again, or to the place of original destination, or to some other place, in order to find a market; and in that case the cost of carrying them to the market must be deducted from their value when they reach it, in order to discover their value at the place of actual delivery. If, under the circumstances, they can be realised much earlier than they would have been if delivered according to the contract, it may be necessary to discount the value they would have had if so delivered; and, on the other hand, if they can only be realised after a longer time, this delay will diminish their value at the time of actual delivery. And again, in estimating the damages, it may become necessary to take into account the freight that would have been

payable if they had been duly delivered, but which may, under the circumstances, not be payable. But all these are only details of calculation which do not affect the general principle.

A difficulty, however, occurs here which is not present in any of the cases considered above. It may be that the goods are not articles of commerce, the value of which can be estimated by a market price; but things as to which it is essential that they should be delivered *in specie* at the place to which they were consigned. It must surely be the right of the consignor, on the default of the carrier, to forward them himself to the place of destination; and though he cannot claim damages in respect of any special circumstances not forming part of his stipulation with the carrier, yet the extra cost he incurs in forwarding them is certainly such a proximate consequence of the carrier's default, that he will be entitled to recover from the carrier this extra expenditure; to this extent, at least, it must be possible to look at the special nature of the consignment. What has been said upon this head is, however, speculative, as we are not aware of any case in which this point has been raised; but the conclusions arrived at must, we think, on general principles be correct.

We return now to the case where the carrier has made default in receiving the goods to be carried. Following still the analogy which has prevailed under the other heads, it would appear that the damages will be the difference between the value of the goods as they remain in the hands of the owner at the place whence they were to be taken, and their value as it would have been at the place to which they should have been carried at the time when they should have arrived there, deducting, of course, from the latter the freight which it would have cost to take them there, but which in the event has not been paid. And this rule has been laid down. It was applied in America as early as the year 1817, in *Bracket v. McNear* (14 John 170). The report of that case is imperfect, and the point seems not to have been argued; but the same rule was afterwards deliberately adopted and followed in *O'Connor v. Foster* (10 Watts. 418, 1840). It was there contended that the plaintiff could recover only nominal damages, unless he could show that the goods could not have been carried by some one else; but the Court said, "We think it is the duty of the defendant to do this, if practicable, and not of the plaintiff . . . The market value of the article there (at the place of destination) at the time when it would probably have arrived and been ready for sale is what it would have been worth to the plaintiff; and the difference between that, and the value at the place of shipment added to the cost of freight, is the amount of loss which the plaintiff has sustained." It is to be observed that in *O'Connor v. Foster* an alternative measure of damages seems to be admitted, namely, the extra freight which the sender has been compelled to pay for getting the goods to the place of destination, if he has, in fact, as a reasonable man, adopted that course, or which he would have been compelled to pay if he had adopted that course, and, if a reasonable man, he ought to have adopted it; but the burden of showing that he ought to have done so, if in fact he has not, was thrown upon the defendant. "If, as is usually the case here, another conveyance could have been obtained for this wheat before the canal froze up, by a little extra expense and the delay of a day or two, he would have no right to claim greater damages than would have been incurred by such extra expense and delay." But when this is examined, it will appear that it is only another form of stating the same rule. The value of the corn (the goods in question) at Pittsburgh, the place of intended shipment, was its value with reference to (amongst other things) the neighbouring market of Philadelphia, the place of intended destination. If at the time when it was left behind it could still have been got to Philadelphia, its value at Pittsburgh was its value at Philadelphia, after deducting the freight it would have cost to get there. If freights

had risen before it could be sent, its value would be so much less at Pittsburgh, unless there had been a corresponding rise of price at Philadelphia.

But in another American case the rise in freights was taken as a substantive thing, which itself afforded, without reference to any other circumstance, the measure of damages. This was held in *Ogden v. Marshall* (4 Seld. 340, 1853), but from that decision two judges, Willard and Taggart, dissented, on the ground that the plaintiff did not show that he had any cargo to ship. If the case was that of a charter-party, which the plaintiff could have made use of by taking either his own cargo or that of any other person, there seems no reason to quarrel with the decision; if the ship had been placed at the plaintiff's disposal, he would have made a profit out of the rise in the rate of freight; but if this was not so, the decision seems open to question on the grounds relied on by the dissentient judges.

The same question lately arose here in the case of *Featherstone v. Wilkinson* (21 W. R. 442, L. R. 8 Ex. 122). The defendant had contracted to supply a ship to carry a cargo of coals from Newcastle to Havre. He made default in supplying a ship, and the plaintiff thereupon chartered another vessel, for which he was compelled to pay a higher rate of freight. In an action for the breach of contract, the plaintiff claimed, not only to recover the extra freight which he had thus paid, but also to recover damages in respect of a rise in the price of coals. The only evidence which he gave as to this was that he had secured a "turn" for the vessel at a colliery; that, owing to the defendant's default, this turn was lost; that he could not get another turn until he could name a ship in substitution, and that by this time coal had risen 1s. 6d. a ton at Newcastle. The extra freight was conceded; but it was contended for the defendant that if coal had risen 1s. 6d. a ton, it was 1s. 6d. a ton more valuable in the market, and that, *primâ facie*, it was to be taken that the price had also risen at Havre. But the Court held that it lay upon the defendant to show affirmatively that the price had risen at Havre. It is certainly not easy to see how the defendant could call upon the Court to presume from the rise at Newcastle a corresponding rise at Havre; and the argument seems to have taken up the question at too late a point. It would, we should have supposed, have been a much more plausible line of reasoning to say that the evidence as to the rise of price at Newcastle was irrelevant. If *O'Connor v. Foster* is right, and it is in close analogy with the other cases on this question, both English and American, the proper evidence of damage would have been the difference between the value of the coal at Havre at the time when it ought to have been delivered, and its value at Newcastle when it was left upon the plaintiff's hands. That difference would be probably the extra freight which it cost to get it to Havre, and perhaps, without further evidence, it might be presumed that it was so; leaving the defendant to show, if he could, that the rise in freight had also caused a rise in the price of coal at Havre. But what had the defendant to do with the rise at Newcastle? Why should the question depend upon whether the plaintiff had or had not a cargo on hand at Newcastle? No notice was given to the defendant about the "turn" at the colliery, or that the plaintiff might be put to purchase at a higher rate. If he was to assume anything, would he not rather assume that the plaintiff had a cargo on hand than that he had not? And if the plaintiff had had a cargo on hand he would have gained and not lost by the rise in price at Newcastle; he might have made his profit without sending to Havre at all. Suppose, again, plaintiff having a cargo on hand, the price had fallen at Newcastle, would he have been entitled to recover the difference? Why should he not, for what distinction can be made between the payment of an enhanced price and a depreciation in value? It seems to us that there was a great deal to be said for the proposition, that the plaintiff had given no evidence at all which showed a loss; but when

it was once admitted that the plaintiff gave relevant evidence in showing a rise at Newcastle, and that a corresponding rise at Havre was to be presumed by way of meeting that *primâ facie* case, the defendant seemed to admit himself out of Court, for obviously no such presumption could be made. No authorities were cited, nor, so far as the English Courts are concerned, are we aware of any on the precise point in question. But neither was the question argued upon analogy, which might at least have been referred to. We cannot regard the decision as a very satisfactory one, and until it obtains some further confirmation we must hesitate to accept it as an authority.

RECENT DECISIONS.

EQUITY.

WIFE'S EQUITY TO A SETTLEMENT.

Giacometti v. Prodgers, L. C. & L. J. J., 21 W. R. 375, L. R. 8 Ch. 338.

In this case a wife, living separate from her husband, asserted her equity to a settlement out of £6,000, which devolved upon her during the coverture. The peculiarity in the case was that the wife was maintaining and educating all her children, and, in addition, was allowing her husband £300 a year. The Court held that the wife, being already amply provided for by the settlement made on her by her own family, and the husband not being to blame in the matter of the separation or otherwise, his legal rights ought not to be interfered with. It would seem from the judgment both of the Court below and the Court of Appeal, that in such cases the conduct of the husband ought to form one of the subjects of consideration, even if it is clear that there is an ample settlement on the wife. The same view seems to have been taken in *Spicer v. Spicer* (5 W. R. 431, 24 Beav. 365), and *In re Erskine's trusts* (3 W. R. 262, 1 K. & J. 302).

SUBSCRIBER OF THE MEMORANDUM OF ASSOCIATION— CONTRACT TO TAKE SHARES.

Fraser's case, M.R., 21 W. R. 642.

The decisions of the Court of Appeal in *Fothergill's case* (21 W. R. 301, L. R. 8 Ch. 270) and *Spargo's case* (21 W. R. 306, L. R. 8 Ch. 407) can have been but little understood, if the latter formed the ground for the decision of the Chief Clerk, from which the Master of the Rolls dissented, in *Fraser's case*. The short result of *Fothergill's case* and *Spargo's case*, is simply this, that payment in cash may be made in any such way as would, in an action at law, support a plea of payment, but that that which would support a plea of accord and satisfaction will not be sufficient. Those decisions, as we understand them, do not in the very smallest degree shake the authority of the earlier cases which have established the nature of the contract into which the subscriber of the memorandum enters. The subscriber of the memorandum is bound to take from the company the shares for which he has subscribed, and is bound to pay the proper consideration for them. *Fothergill's case* and *Spargo's case* merely go to show what is payment. It is difficult to understand how it could be supposed that Fraser had satisfied either of these conditions. The contention raised on his behalf was, in fact, an attempt to amalgamate for his benefit, so to speak, two distinct transactions. By signing the memorandum he contracted with the company to take from them 1,000 shares, and pay £2 on each of them. By an entirely distinct contract he had agreed to sell to certain persons, who subsequently became vendors to the company, a mining property, and agreed to accept part of the consideration in the shape of paid-up shares in a company to be formed to work the mine. How could it be contended that by accepting from those persons paid-up shares Fraser had discharged his liability under his contract with the company? There were no transactions between him and the company at all in respect of the sale and purchase, and even had there been such,

Fothergill's case would have been a complete answer to the whole case. But on the facts of the case the point was, as it appears to us, absolutely concluded by former decisions. First, we have the same shares doing duty twice over—once as consideration paid to Fraser's vendees for the purchase of the mine, and again as handed over by those vendees to Fraser in discharge of their obligation to him. *Forbes & Judd's case* (18 W. R. 302, L. R. 5 Ch. 270) shows that by such a transaction a subscriber to the memorandum has not discharged himself of his obligation. Secondly, we have the shares taken, not from the company, but from some one else; and *Migotti's case* (15 W. R. 731, L. R. 4 Eq. 238) holds that under such circumstances the subscriber remains liable as a contributory. We conceive that escape from such broad rules as these with respect to the position of a subscriber to the memorandum can never be seriously anticipated.

COMMON LAW.

CHARTER-PARTY—DISCHARGE OF CHARTERERS' LIABILITY. *Francesco v. Mancy*, Ex. 21 W. R. 440, L. R. 8 Ex. 101.

We commented some time since (16 S. J. 568) on the class of cases which have put a construction on the clause in charter-parties by which the charterer is released from liability. In the present case the charterer was acting for himself, and not as agent; but, on the other hand, the claim was for freight and demurrage, for both of which there was (as the Court held) a lien. Under these circumstances the Court followed, and apparently approved of, *Bannister v. Breslau* (15 W. R. 840, L. R. 2 C. P. 497), which had been somewhat shaken by *Grey v. Carr* (19 W. R. 1173, L. R. 6 Q. B. 522), disregarding, it seems altogether the circumstance that the defendant chartered as principal, and on the other hand relying much upon the existence of the lien. Bramwell, B., says "It seems, impossible to hold that the matters as to which the liability was to cease were not the same as the matters as to which the lien was given." It is to be observed that in the present case (as is not unusual) the two provisions were contained in one clause, in such a way as to make the one appear as the reason for the other. "Charterer's liability to cease when the ship is loaded, the captain having a lien upon the cargo for freight and demurrage;" reading that sentence as a whole, it is very difficult to avoid the force of what is said by Bramwell, B.

COURTS.

THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.*

(Before Lord WESTBURY.)

Feb. 3.—*Re European Assurance Society. Simpson's executor's case.*

Life assurance company—Register of shareholders—Notice of transfer—Misrepresentation or concealment of fact—Transfer of shares—Approval of new shareholder by directors.

The power given to directors of a company to approve or disapprove proposed transferees of shares is given to them for the benefit of shareholders, whose interest it is that all members of the company should be capable of meeting liability on their shares. Therefore, every shareholder proposing a transferee of his shares is bound to give such information respecting him as will enable the directors to arrive at a correct decision; and if by misrepresentation or concealment of fact they are induced to approve an unfit person as transferee, the transfer will be set aside.

This was the application of the joint official liquidator of the European Assurance Society to place the executors of the late Sir James Young Simpson on the list of contributories of the society in respect of 2,000 shares, of which 1,000 purported to have been transferred by him to

William Walker, and the remaining 1,000 purported to have been transferred to Thomas Newbigging.

The European Assurance Society was regulated by a deed of settlement, the 6th clause of which provided that on any person becoming a shareholder of the society the board of directors should cause an entry to that effect to be made in a book called the register of shareholders, it being the express agreement and understanding of all the parties to the deed that the said book might at all times show and be evidence of the persons who were shareholders for the time being of the society, and their respective addresses, and the number of shares held by each shareholder, and that for that purpose the entries which should be made in the said book in manner aforesaid should be at all times binding and conclusive upon and against all the shareholders for the time being of and in the society.

The 96th clause provided that when a shareholder of the society wished to transfer his shares, and had procured some other person who should be willing to become a shareholder, such shareholder should "give notice in writing at the office of the company of his having done so, and request the board of directors to certify their approbation or disapprobation of such person, and should describe in such notice the full name and profession or calling and place of abode of the proposed shareholder, and the number of shares in respect of which he should be proposed to become a shareholder, and if the person should be approved of as thereafter mentioned, or if the directors should not within fourteen days propose some other person or persons to take the shares proposed to be transferred at the then market price for the time (in which case the person so proposed should be considered as approved of by them)," then the shareholder might transfer the shares to the person so proposed.

The 97th clause further provided that every transfer of a share or shares should be prepared according to a form to be sanctioned and approved of by the board of directors, and no share in the company should be transferred by any shareholder to any person who had not been so first approved of, or considered as approved of, as aforesaid; and if any transfer of any share or shares should be made, or attempted to be made, to any person who had not been so first approved, such transfer should be void.

The 103rd clause provided that when, and as often as any person should have become a proprietor of any share or shares of the society, from, through, or under another proprietor, then, and in such case, the society should have no further claim or demand upon or against the late proprietor in respect or on account of such share or shares, either for the instalment or call, instalments or calls remaining uncalled for, or on any other account whatsoever, such late proprietor, his heirs, executors, and administrators should, after such first mentioned person should have become a proprietor of such share or shares, stand and be for ever acquitted, relieved, and discharged by the said society from all further liabilities and engagements on or account thereof, and such late proprietor should have no claims or demands whatsoever upon or against the society in respect or on account of such share or shares, except in respect of the dividends which might have been declared or appropriated previously to the time of such new proprietor becoming a proprietor.

In September, 1869, Sir James Young Simpson, M.D., of Edinburgh, the owner of 2,000 shares in the European Society, employed a broker named Robert Stewart to get rid of his shares, who on the 9th of September, 1869, sent to the manager of the society a notice of transfer as follows:—

"I now enclose notice of transfer of 2,000 shares from Sir James Young Simpson, No. 52, Queen-street, Edinburgh, in favour of Mrs. Helen Henderson or Taylor, wife of William Taylor, Esq., contractor, No. 3, North Saint David-street, Edinburgh. Consideration, £10.

The transfer may be made out in any way you may deem requisite, as for wife and husband. I enclose stamps, value two shillings, for stamp and registration fee, and will be glad to receive the deed as early as you can."

After some little delay, arising from the fact that a petition to wind up the society had been presented, Mr. Stewart forwarded to the secretary of the society a transfer of the 2,000 shares to Mrs. Henderson or Taylor, which was executed by both Sir J. Y. Simpson and the transferee, but

* Reported by W. BOUSFIELD, Esq., Barrister-at-Law.

was not in the form of transfer required by the directors. After some correspondence, in which the secretary, on behalf of the directors of the society, demurred to sanctioning the transfer, the attempt to obtain registration of it was abandoned.

It subsequently appeared that Mrs. Helen Henderson or Taylor was a person who looked after the business offices occupied by Mr. Stewart. She was the wife of William Taylor, who resided with his wife in the kitchen belonging to these offices. He was a labouring man, and his employment (so far as he had any) was to watch streets under repair to prevent accidents at night, or to stand beside a lamp to stop or warn carriages passing along such streets. He had no regular means whatever, and owing to bodily infirmity subsisted on such casual earnings as he could get by work of the lightest description.

On 23rd April, 1870, Mr. Stewart sent the following letter and notices to the secretary of the society:—

"I am in receipt of your favour of the 22nd inst., for which I am obliged, and it is quite satisfactory. I shall feel obliged by your transferring 2,000 shares from the name of Sir James Young Simpson, Baronet, No. 52, Queen-street, Edinburgh, as follows:—

1,000 shares to William Walker, Randolph Hill, Denny, Stirlingshire, gardener, Nos. 151, 281 to 152, 280. Consideration in the deed, £5; stamping fee, one shilling. And 1,000 shares to Thomas Newbigging, Carstairs Mains, Lanark, sheep farmer. Consideration in the deed £5; stamping fee, one shilling.

I herewith also beg to hand you the certificates for 2,000 shares, and also postage stamps, value three shillings, being the duty and charge for registration fee, which please to own receipt of. I shall feel obliged by your getting this passed by the first transfer committee."

The following notices of transfer were enclosed:—

"No. 2,855. Notice of Transfer.

To the Directors of the European Assurance Society.

Please to transfer 1,000 shares, Nos. 151, 281 to 152, 280. Consideration, £5.

From { Name—Sir James Young Simpson, Baronet.
Residence—52, Queen-street, Edinburgh.
Occupation.
To { Name—William Walker.
Residence—Randolph Hill, Denny, Stirlingshire.
Occupation—Gardener.
Signature of Applicant, Rob. Stewart."

"No. 2,854. Notice of Transfer.

To the Directors of the European Assurance Society.

Please transfer 1,000 shares, Nos. 146, 196 to 146, 795; 129, 846 to 130, 245. Consideration, £5.

From { Name—Sir James Young Simpson, Baronet.
Residence—No. 52, Queen-street, Edinburgh.
Occupation.
To { Name—Thomas Newbigging.
Residence—Carstairs Mains, Lanark.
Occupation—Sheep Farmer.
Signature of applicant, Rob. Stewart."

The necessary stamps and fees were enclosed with these notices. On the 25th April the secretary of the society wrote to Mr. Stewart, informing him that the notices of transfer should be laid before the next transfer committee of the directors, and on the 26th April he forwarded to him two transfers for 1,000 shares each to be executed, requesting that they might be returned after they had been executed to the society for registration. These transfers were executed by Sir James Y. Simpson and by Thomas Newbigging and William Walker respectively on the 27th April, 1870; and in them the transferees were described in the same manner as in the notices of transfer. The transfers were then forwarded to the secretary of the society, who on the 29th April wrote to Mr. Stewart as follows:—"I am favoured with your enclosing transfers, duly executed by Sir James Y. Simpson and Newbigging and Walker, for 1,000 shares each. The certificates shall be prepared and sent you after the next transfer committee, which will not be held till next week. The transfers are both duly registered, and Sir James Simpson's name is now off the register in respect to the 2,000 shares." The certificates of these shares were subsequently forwarded to Mr. Stewart, and acknowledged by him.

On the 12th January, 1872, the European Society was ordered to be wound up, and Newbigging and Walker were

put on the list of contributories in respect of 1,000 shares each. It, however, came to the knowledge of the joint official liquidator of the society that there were several material mis-statements of facts in the notices of transfer of the 22nd April, 1870, and the transfers of the 27th April, 1870, upon which they had been approved as shareholders by the directors of the society. It appeared that Thomas Newbigging, therein described as of Carstairs Main, Lanark, farmer, was the son-in-law of William Taylor, the husband of Mrs. Henderson or Taylor, who looked after Stewart's business premises, and that he was at the date of these notices a shepherd in the employment of a neighbouring gentleman. The arrangement for the transfer of the 1,000 shares was made by Stewart, who sent William Taylor to Newbigging to procure his assent to the transfer into his name, and paid William Taylor's expenses of his journey to Carstairs for that purpose. Neither £5 or any sum was paid by Thomas Newbigging as a consideration for the transfer; but he received a small gratuity from Stewart for allowing the use of his name, and Mr. Stewart knew at the time that he was wholly unable to pay any calls that might be made on the shares. It appeared, also, that as to William Walker, who was described in the notice of transfer of the other 1,000 shares as of "Randolph Hill, Denny, Stirlingshire, gardener," the description was misleading. He was another son-in-law of William Taylor, and was a working gardener only, earning about 15s. a week, having no other means of livelihood, and with a wife and child depending on him. Neither £5 or any sum was paid by him as a consideration for the transfer to him; but he also received a small gratuity from Stewart, who was perfectly acquainted with his circumstances, and that he was quite unable to meet any liability on the shares.

Under these circumstances, the joint official liquidator now contended that the transfers to Newbigging and Walker were fraudulent and void as against the European Society; that the name of Sir J. Y. Simpson ought never to have been removed from the share register; and that the names of his executors (he having died since the date of the transfers) ought to be placed on the list of contributories in respect of the 2,000 shares.

Higgins, Q.C. (Cookson with him), for the official liquidator of the European Society.

Cotton, Q.C. (Kekewich with him), for the executors of Sir J. Y. Simpson.

LORD WESTBURY.—The case is too plain for any argument. When a shareholder hears or finds that the directors of his company have come to a decision as to a transferee proposed by him, and knows in his own mind, as he ought to do, that the first materials for that decision, and to enable them to arrive at it, were not before them; and when in his own conscience he knows that he has made to them representations to lull them to sleep, and to prevent their ascertaining the real facts, which probably without those representations they might have inquired after and ascertained, then it is plain that he cannot with any propriety appeal to the judgment of the directors, for they were either deluded men by his misrepresentation, or uninformed men by his concealment. Now, I desire to mark this case particularly with what will be a cardinal principle of my determination. There are cases in which the law permits a man to shuffle off liability on to the shoulders of another, even though that other be a complete pauper. Suppose there be an assignee of a lease, and he assigned it to a pauper, his liability ceases with that assignment. That has been in some cases so admitted, and the reason is plain, because there is no existing obligation, no duty arising from the relation between him and the lessor; but in a company there is a duty that is owing from every shareholder to the rest, and he knows very well that this rule of requiring information is put in to protect his brother shareholders, and if he attempts to get a transfer passed, either by misrepresentation or by concealment, by the mere fact of silence, and not giving the information to the directors which he knows to be most material for them, he fails in his duty, he violates the obligation of his relation, and even on that ground alone, without misrepresentation, I should set aside the deed.

But now here there is a gross misrepresentation. A proposal was made that Sir James Simpson should transfer 1,000 shares to his own domestic servant, and that he

should transfer the other 1,000 shares to her spouse, dignifying him with the name of William Taylor, Esquire, he being a poor, wretched man, glad to earn a shilling or two shillings a night by going out and standing in the streets to warn carriages and passengers against dangerous places. That failed altogether. I agree that these directors, if they had been prudent and careful men, might have said, "Well, Mr. Stewart is a man who attempted to practise a fraud on us once before, we will take care and make inquiry now;" but it does not lie in Mr. Cotton's clients' mouth to say that Mr. Cotton's client, who had dressed up the poor, wretched labourer with the character of an esquire—dressed up the next man, who was a labourer in somebody's garden, with the character of a gardener; but not content with that, he sends over to a relative of Taylor's, who was a shepherd in the employ of a farmer, and gives him a few shillings to be allowed to use his name, and dignifies him with the character of sheep farmer, which everybody who knows anything about Scotland knows to be a person concerned with the buying and selling of large droves of sheep, and not a shepherd in the employ of another farmer at the rate of 18s. a week. A shepherd watching the flocks of his master is not a sheep farmer; but evidently Mr. Stewart ingeniously put them on garments that they might pass muster, and they did pass muster, but I will require Mr. Stewart to discharge the obligation of giving the directors all the material information which he himself possessed, and which it was the duty of his clients as shareholders in this company to give, and if that be not given, much more if it be disguised and concealed by misrepresentation, the transaction shall not stand.

Set aside the transfers and restore the executors names to the register.

(It was arranged that the executors' names should be put on *qua* executors; that each party should pay its own costs; and that the costs of the execution should be taken by the official liquidator out of Sir. J. Y. Simpson's estate.)

Solicitors, *Mercer & Mercer; Freshfields.*

Feb. 3.—*Re European Assurance Society, Paterson's case.*

Life assurance company—Register of shareholders—Notice of transfer—Misrepresentation of fact—Transferee of shares—Approval of new shareholder by directors—Threat of legal proceedings—Acquiescence.

A transferee of shares was removed from the register of shareholders, and the transferor replaced, on the ground that the approval of the transferee by the directors had been obtained by misrepresentation. The facts, that the directors had approved the transferee, under a threat of legal proceedings in case of refusal, and that they had acquiesced in the transfer for seven months after becoming aware of the truth, were not sufficient to protect the transferor.

This was the application of the joint official liquidator of the European Assurance Society to place J. M. Paterson and two others on the list of contributories of the society in respect of 1,400 shares, which purported to have been transferred by them to Henry Taylor.

The question in this case nearly resembled that in *Simpson's executor's case* (*vide sup.*), and the extracts from the European Society's deed of settlement bearing on this will be found there.

J. N. Paterson and two others were, in March, 1870, the owners of 1,400 shares in the European Society, upon which all calls had been paid. They became anxious to get rid of their shares, and applied to Mr. Robert Stewart (*vide Simpson's case*) to procure some person to become a shareholder in their stead.

On the 29th April, 1870, Stewart forwarded to the secretary of the society notices for the transfer of the 1,400 shares to a person who was described as "Henry Taylor," residing at "Law Colliery, Carlisle," and having occupation as a "superintendent." Delay having taken place in the transfer being approved, on the 16th May, 1870, J. N. Paterson wrote to the secretary of the society, threatening legal proceedings if the transferee were not immediately approved, and forms of transfer required by the rules of the society sent for execution.

The minutes of the transfer committee, which was appointed by the directors of the society to consider all proposed transfers, contained an entry, that on the 17th

May the notices for the transfers to Taylor were approved by the committee, "on the recommendation of the manager, and the accuracy being vouched for by the chief share clerk." On the same day the transfers were prepared by the officers of the society and forwarded to Stewart for execution by the transferors. A letter from the manager accompanied, which expressed regret that a delay in the matter had occurred. On the 20th of May, 1870, the deeds of transfer were duly executed, and forwarded to the society, who on the 24th of May removed Paterson and the others from the register of shareholders, and, instead, placed Taylor's name thereon.

In January, 1872, the European Society was ordered to be wound up, and Taylor's name was placed upon the list of contributories.

It appeared that Henry Taylor, who was in the transfers described as of Law Colliery, Carlisle, superintendent, was the son of William Taylor (*vide Simpson's executor's case*), and was only a labourer in the colliery, earning from 18s. to 19s. per week, and had no other means of supporting his wife and six children. He was requested by Stewart, for a bribe of £1, to take the shares in his name, and it was alleged by him that he signed the transfers of the shares without reading them over, and in the belief that at the end of a few days all his connection with them would cease. No consideration was at any time paid by him for the shares. It also appeared that none of the transferors had any knowledge of him previous to the transfers, and his description in the notices was given on the responsibility of Stewart alone. It appeared that the directors of the society became aware of Taylor's true position shortly after the month of June, 1870.

Under these circumstances, the joint official liquidator now contended that the transfers to Taylor were fraudulent and void as against the European Society, that the names of Paterson and the others ought never to have been removed from the share register; and that they ought to be placed on the list of contributories in respect of the 1,400 shares instead of Henry Taylor.

Higgins, Q.C. (*Cookson* with him), for the joint official liquidator of the European Society.

Locock Webb, for the respondents, urged that the description given of Taylor was not a mis-statement, and that the directors, after discovering his position, had acquiesced in his remaining on the register. He cited *In re European Bank, Master's case*, L. R. 7 Ch. 292, 20 W. R. 499.

Lord WESTBURY.—No case will ever with me prevail over the obligation to require parties to state the truth. Here there was an obligation on these parties to state the truth. They knew that perfectly well; but for the purpose of evading the duty they were under they employ a stockbroker to find out the means of evading that duty. Mr. Stewart accordingly writes to a labouring man, who was the son of another labouring man, and who is earning 18s. a week in a colliery, and tells him that he would give him something if he would permit his name to be used. Then he uses the name of the labouring man, but instead of giving in his right designation and description, he clothes him, as I have already said, with the character of a superintendent. That name was utterly inapplicable. That name was attached to him for the purpose of deluding the persons who would receive it. It is said the directors acquiesced in the notice. They did so, believing it to be true. It is then said the directors of this company have acquiesced in this man remaining on the register. Now, it must be acquiescence for a considerable time; that is, time enough to warrant the presumption. Here it is said they had the means of knowing the fraud practised upon them in the month of May, 1870. In that month the society was in a great state of embarrassment, and it ended in being wound up by an order within a twelvemonth after.

You talk of acquiescence precluding the shareholders of the company from asserting their rights. The directors could not to any acquiescence of theirs preclude the shareholders from having the misrepresentation followed out to its consequence of removing this man. If there were a considerable period of time it might be otherwise; but here there was a very short period of time, and it would not have been possible for anybody to have taken advantage of any means to rectify the register within the short period of time that elapsed.

Let the name of this superintendent be removed, and the names of the original shareholders be restored, and let the original shareholders pay the costs of this application.

Solicitors, Mercer & Mercer; Lawrence, Flew & Co

QUEEN'S BENCH.

(Before BLACKBURN, QUAIN, and ARCHIBALD, JJ.)

June 9.—*Re Thomas Boon Clements.*

In this case a rule *nisi* had been granted directing the examiners to examine Mr. Clements, a candidate for admission as an attorney.

Prudeauz, Q.C., now moved to make the rule absolute.

Garth, Q.C., and *Murray*, appeared for the Incorporated Law Society.

At the hearing of the case, when the rule *nisi* was granted, it was stated that Mr. Eyre, an attorney practising at Bristol, presented himself to be examined at an examination held last summer under the name of Clements, representing himself to be the present applicant. The fraud was discovered, and Mr. Eyre was struck off the roll of attorneys by the Court of Queen's Bench. Mr. Clements, whom he had personated, applied to the society to be examined, alleging that he had not been a party to the attempted personation.

The matter was referred to the Master for his report. Master Brewer now read his report, which stated that, after examining into the case, he was of opinion that Mr. Clements was privy to the fraud, but he made the shorthand writer's notes of the inquiry part of his report.

Prudeauz, Q.C., submitted that the Master's report was not conclusive: (1) Because he had returned into Court the evidence on which the report was based, and in a case of this serious description the Court would examine the evidence for themselves; and (2) that even if the Court should think they were bound by the report of the Master, Mr. Clements was nevertheless entitled to be examined. He read over the evidence of Mr. Eyre and Mr. Clements, and contended that, this being in the nature of a very penal proceeding, the evidence ought to be judged with all the strictness with which it would be tested if an indictment were being tried. He went through the evidence, and strongly urged that, whatever ground of suspicion there might be, there was no proof of any complicity by Mr. Clements. He drew attention to a letter written by Mr. Eyre to Mr. Williamson, the secretary of the Incorporated Law Society, in which he stated that he personated Mr. Clements altogether without the knowledge of that gentleman, and that he was prepared to support this statement by affidavit. He then contended that even if the Court should be of opinion that the personation had been established, nevertheless Mr. Clements was entitled to be examined, on the ground that the examiners could only inquire into the due service under the articles, and the fitness and capacity of the candidate to act as an attorney.

[BLACKBURN, J.—Surely the capacity to act as an attorney includes in it whether the man's moral conduct and behaviour is such that he ought to be accredited and trusted as an officer of this Court to conduct the affairs of others.] He ventured to submit that the word "capacity" meant intellectual capacity, and had nothing to do with moral conduct. He referred to 6 & 7 Vict. c. 73, s. 15, and the rules and regulations for the examination of attorneys, printed in 1 E. & B. N. S. Appendix, p. 57.

[BLACKBURN, J.—I find that in *Handley's case*, in Trinity Term, 1864, Mr. Handley, having been an attorney's clerk, and afterwards an articulated clerk, gave the usual notice for his examination; but charges were made against him, and the examiners refused to examine him. He then applied to the Court to grant him a rule, and it was referred to the Master to report thereon. After examining witnesses, Master Brewer reported that Mr. Handley had been guilty of malpractices, and was not a fit person to be admitted. His application to be examined was refused, but he was at liberty to apply at any future time. Independently of authority, I should have said that "fitness" included moral fitness.]

[Master BREWER.—There is another case of *Ex parte Clayton*, a barrister, who was disbarred, and applied to be admitted, and that was referred to me, and I reported upon that.]

The inquiry into the fitness is to be by written questions.

[BLACKBURN, J.—There is one sort of capacity that depends upon his learning—that is inquired into by written questions; but the inquiry is not confined to that. The statute gives the power generally. I believe we have none of us any doubt on the point if we had to decide it for the first time, but it has been decided before.]

After hearing *Garth*, Q.C.,

BLACKBURN, J., said,—I think there is enough here to show the evident justice of the Master's report. Of course, where we have referred a matter to the Master, and he has seen the parties, we infer he is right; but that is far from being conclusive in the sense that we are to treat the report as binding upon our consciences. We are entitled to look to the evidence. In the present case, looking at the evidence, I think the Master's conclusion is right, and that Mr. Clements did know that Mr. Eyre was personating him, and knew it beforehand, and was a party to it. It is very true that Mr. Eyre and Mr. Clements have sworn positively it was not so; it is equally true there is no direct evidence of any person who can swear that he saw them present at any time, or heard them agree upon it; but when we come to look at the facts, it is incredible to my mind that it can be otherwise than that Mr. Clements is guilty. We have it, first, that Mr. Clements lives in Bristol and comes to London, so that everybody in Bristol would believe that he was going up to pass his examination, and he did not return to Bristol till the Wednesday, in order that it might be evident to everybody that he could have been examined during those days. That, in fact, Mr. Eyre did personate him is certain. Mr. Clements was aware very early that there was an assertion that he had been personated. On the 13th May he sent in an application to be examined in Trinity Term, and on the 17th May Mr. Williamson sent him the circular in answer to his application, but informed him that the Council had heard matters about the previous examination which they must refer to the examiners to be inquired into. Mr. Clements answered that he was surprised at the imputation, and could not imagine to what he alluded. On the 23rd, Mr. Williamson wrote, mentioning the charge, and on the 24th Mr. Clements replied: "I gave you notice for that examination, but did not feel myself sufficiently well up to go in, and consequently I stayed away." He (the learned Judge) should never have supposed that to mean that he was not in sufficient bodily health, or that he came up to London for the purpose of passing the examination. His own affidavit states that he had not sufficient confidence in his attainments. He had evidently not informed his legal advisers that he was going to rely on ill-health. Then, when he comes before the Master, having said repeatedly that he did not meet Mr. Eyre in London, for the first time the explanation is given that is now relied on—namely, that Mr. Clements came up: he was attacked with a serious illness to which he is subject; that in consequence of that he was very ill in the carriage; that Mr. Eyre happened to be on the platform at the moment and spoke to him at the window, and Clements told him he was so ill he would not be able to go in for his examination, when Mr. Eyre expressed his sorrow and disgust. This is sworn to by Mr. Eyre also. Should the Master have believed it? and ought we to believe that this is true? It is an improbable story, and it is a new one, brought up for the first time, quite inconsistent with the explanation given at the time, and having every appearance of an afterthought. The learned judge drew attention to various inconsistencies in the evidence, and pointed out that the people at the inn where Mr. Clements stayed were not called to state that he had been ill and confined to the house. He continued:—I cannot, therefore, but come to the conclusion that the report is perfectly right, and that Mr. Clements had a guilty knowledge. Then, what is the result of that? It is clear upon the statute, where the examiners are to inquire into the "fitness" of candidates, that "fitness" includes moral fitness, and where it appears a man has been guilty of a fraud, he is not fit to be an attorney, and consequently I think the Master was right.

I do not say, however, that Mr. Clements is to be on that account excluded for ever. He is unfit to be an attorney now; but when a sufficient period has elapsed, and he comes and shows affirmatively that, though he committed this fraud when a young man, he has been

behaving in a respectable manner, and there is no reason to believe he is suffering from the taint, it may be then for those who hear the application to say he shall be admitted. What will be sufficient time for that depends very much upon the degree to which he will be able to show that his conduct has been unimpeachable.

QUAIN and ARCHIBALD, JJ., concurred.

(Before POLLOCK, B., and a Special Jury.)

June 19.—*Moore v. The Metropolitan Railway Company.*
False imprisonment—Liability of railway company for the acts of their servants done in contravention to express orders.

This was a new trial of an action of false imprisonment, brought by the plaintiff against the defendants, under the following circumstances:—

On the 3rd of August, 1871, the plaintiff took a ticket upon the Metropolitan Railway from Notting-hill station to the Mansion-house, and he returned from Moorgate-street to the Edgware-road station. On his arrival there the ticket collector demanded 2d. for excess fare. The plaintiff offered to pay this if a receipt was given: this was refused, and ultimately the plaintiff was given by the inspector on duty into the custody of a policeman, taken to the police-station, and brought before the magistrate for refusing to give up his ticket or pay his legal fare, and so defrauding the company of 2d. The magistrate dismissed the summons.

At the first trial the plaintiff was nonsuited, on the ground that the defendants were not liable in this instance for the act of their servant; but ultimately a rule was granted by the Court of Queen's Bench for a new trial. (A report will be found in 21 W.R. 145).

This was the new trial, upon which Digby Seymour, Q.C., and Lewis Glyn, were for the plaintiff, and

Day, Q.C., for the defendants.

The above facts having been proved, it was contended for the defendants that, inasmuch as instructions had been given to the ticket collector and inspector, who gave the plaintiff into custody, "not to give anyone in custody for an excess fare," the defendants were not liable for the act of their servant done in contravention to the defendants' express orders. The fact of this direction having been in the words quoted was proved.

It was then contended for the plaintiff that the words given were not sufficiently explicit, and that if the jury should think that the servants of the company were intended to use any discretion about the matter the defendants were liable.

POLLOCK, B., in summing up, told the jury that the defendants would not be liable for any acts done by their servants contrary to express instructions, for if such liability existed no master would be safe. He, therefore, directed the jury to consider whether the instructions given were sufficient to enable the railway servants to understand what were their duties in respect of this matter. If they were expressed sufficiently, the company would not be liable; if not, the jury must find for the plaintiff.

The jury ultimately answered the question in the negative, and gave a verdict for the plaintiff, with damages £50.

Attorney for the plaintiff, Knorr.

Attorneys for the defendants, Burchells.

COURT OF BANKRUPTCY.

(Before Mr. Registrar HAZLITT, sitting as Chief Judge.)

June 9.—*Ex parte Banks, re Perry.*

The Court has no jurisdiction to order a debtor to pay the charges of a trustee appointed by creditors under the 279th rule to receive and distribute the composition, and any negotiable securities given for the same.

This was an application by an accountant for payment by a debtor, who had filed a petition for liquidation by arrangement or composition, under the 125th and 126th sections of the Bankruptcy Act, 1869, of a sum of £41 8s. 6d., or such other sum as the Court might allow upon taxation, being the amount of his charges for remuneration as a trustee appointed by a statutory majority of creditors under an extraordinary resolution passed at a meeting of creditors.

The debtor, a trader, filed a petition for liquidation in July, 1872, and at the first meeting an extraordinary resolution was passed by a statutory majority of creditors then

present, or represented, to accept a composition of five shillings in the pound, payable by three instalments, of which the last two were secured by the joint and several promissory notes of himself and his brother. At the same meeting the creditors appointed the applicant trustee for the purpose of receiving and distributing the composition and negotiable securities. The resolution was at the second meeting duly confirmed, and was afterwards registered. The applicant received and distributed the first and second instalments of the composition, and he then had promissory notes ready to be sent to the creditors for the amount of the third and last instalment. His charges amounted to £41 8s. 6d. The debtor, by his affidavit, denied that he had employed the applicant either as accountant or as trustee, and he declined to make him any payment.

A. L. Smith in support of the application.—By the 279th rule it is provided that "where the creditors at the first general meeting duly pass a resolution that a composition shall be accepted in satisfaction of the debts due to them from the debtor, they shall specify in their resolution the amount of the composition and the instalments and the dates at which the same shall be payable, and they may name some person as trustee for the receipt and distribution of the composition, and any negotiable securities which may be given for the same." By analogy to the proceedings under a liquidation the trustee is entitled to receive from the debtor a fair remuneration for his trouble.

E. C. Willis, for the debtor, *contra*, was not called upon.

Mr. Registrar HAZLITT.—I need not trouble you, Mr. Willis, in this case. It is clear that the Court has no jurisdiction to make any order. The creditors having agreed to accept a composition, it was open to the trustee to make his own arrangement for payment of his charges in reference to the receipt and distribution of the composition. The Court cannot interfere. The present application must be dismissed with costs.

Solicitor for the applicant, Stophor.

Solicitor for the debtor, Pullen.

APPOINTMENTS.

The Hon. GREVILLE THEOPHILUS HOWARD, barrister-at-law, has been appointed a Commissioner in Lunacy, in the place of Robert Wilfred Skeffington Lutwidge, Esq., deceased.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 13.—*The Juries (Ireland) Bill* was read a third time and passed.

The Municipal Corporations Evidence Bill was read a second time.

The County Authorities (Loans) Bill passed through committee.

June 16.—Mr. Leonard Edmunds.—Lord Redesdale moved that the petition presented by Mr. Leonard Edmunds on the 26th of May be referred to the Controller and Auditor General, with directions to examine and report on the accounts therein mentioned, and any others which might be submitted by him.—The Lord Chancellor urged that to re-open a matter which had been thrice investigated, once judicially, and in every instance with substantially the same result, on the mere ground of Mr. Edmunds having been an officer of the House, would create a precedent tending to impair confidence in the finality of legal decisions. The motion was negatived without a division.

Appeals by Indian Princes.—Lord Stanley of Alderley called the attention of the House to the necessity of extending the powers for hearing Indian appeals contained in the statute 3 and 4 William IV., cap. 41. He said that the state of Indian princes and of other subjects of her Majesty in India, under the statute 3 and 4 William IV., cap. 41, was, that they could not plead against governmental acts unless the Government itself consented to allow them to do so.—The Duke of Argyll said that under the form of calling attention to the necessity of extending the powers for hearing Indian appeals, his noble friend

had raised a wholly independent question—namely, whether a new tribunal should be constituted to stand between the Government of India and the native princes. He was quite sure that if amendment were required it would not take the form of an independent court. He strongly deprecated the proposition that the Judicial Committee in London, or a court of first instance in India, should be invested with political power to intervene between the Government of India and the native princes.

Sites for Places of Religious Worship Bill.—On the motion of Lord Romilly, this Bill was recommitted and amended.

The *Municipal Corporations Evidence Bill* passed through committee.

The *Railways Provisional Certificate Bill* also passed through committee.

The *County Authorities (Loans) Bill* was read a third time and passed, after an amendment had been agreed to, on the motion of the Marquis of Salisbury, reducing the value of the securities to be given to £50, so as to increase the number of investors in them.

June 17th.—*Admission to Benefices and Churchwardenships Bill.*—In moving the second reading of this Bill, the Archbishop of York explained that its object was to abolish the expensive formalities attending inductions. The Bill was read a second time.

The *Municipal Corporations Evidence Bill* was read a third time and passed.

The *Railways Provisional Certificate Bill* was also read a third time and passed.

June 19th.—*Agricultural Children Bill.*—Their lordships went into committee on this Bill. On clause 4, Lord Henniker proposed 12 (instead of 13) years as the age up to which certificates of school attendance would be necessary. After some discussion the amendment was agreed to. On clause 6, the Marquis of Salisbury proposed a power of exemption in the case of children detained at home by illness, or the illness of their parents, or other reasonable cause, and also in the case of hay or corn harvest, &c.—Lord Henniker undertook to reconstruct the clause at the next stage in accordance with the general feeling of the House. Clause 8 was struck out; and on clause 9, the Duke of Richmond proposed an amendment, exempting from the operation of the Bill any child certified by her Majesty's inspector, or some person deputed by him, to have passed the 4th standard of the Education Code of 1873. The amendment was agreed to. The remaining clauses and schedules were agreed to, and the Bill passed through committee.

HOUSE OF COMMONS.

June 13.—*Rating (Liability and Value) Bill.*—The House resumed the consideration of this Bill in committee at clause 2. An amendment, proposed by Mr. Stansfeld, extending the provisions of the Bill with respect to the rating of Government property to Scotland and Ireland was agreed to.—On clause 3 Sir G. Jenkinson moved the addition to the preamble of the clause of the words "and further, at the same time, to provide for bringing into contribution in aid of the various local burdens now levied under the poor-rate, income arising from personal property which is now exempt from such contribution." After some discussion the amendment was withdrawn.—Lord G. Cavendish moved the omission of the words taxing "growing timber."—Mr. Stansfeld said it had not been the intention of the Government that single trees should be rated, but simply that plantations should not be placed on a better footing than land under tillage, and he agreed to the omission of the words.—Mr. Bouverie moved that, after "wood" there should be inserted "not being land growing saleable underwood."—Mr. Stansfeld was disposed to assent to the amendment.

June 16.—*Rating (Liability and Value) Bill.*—The consideration of this Bill in committee was resumed on Mr. Bouverie's amendment, clause 3, page 1, line 23, after the word "wood," to insert the words "not being land growing saleable underwood." A long discussion ensued, but ultimately Mr. Stansfeld agreed to insert after the words "lands used for plantation" the words "or for the growth of saleable underwood."—Mr. C. Read moved as an amendment to the clause the addition of the following words—"Provided that the gross value of such land shall be taken

to be the rent at which such land might, in its natural and unimproved state, be reasonably expected to let one year with another for agricultural purposes." The amendment, having been amended by the addition, proposed by Mr. Stansfeld, of the words, "or for the sale of the underwood growing thereon," was agreed to.—Mr. Corrance moved, in the third sub-section of clause 3, which says that the poor-rate assessment shall extend to rights of shooting and fishing, after the words "fowling, shooting, sporting, and fishing" in the clause, to insert the words "when let separately or as accessory to the annual value of any mansion or dwelling-house."—Mr. Stansfeld said that nothing could be more ill-advised or more opposed to the true interest of the owners of the soil than to make the right of sport liable to rating if let, but not liable if reserved to the owner's use. The amendment was withdrawn.—An amendment, proposed by Lord G. Cavendish, in line 25, after the word "fishing," to insert, "Provided that such rights shall be let to, or reserved to, others than the occupiers of the soil, and provided that the land where such rights are reserved shall be assessed at a lower annual value for agricultural purposes than it would have been if such rights had not been reserved," was rejected on a division by 250 to 123.—Mr. Stansfeld moved that the words "or ownership" be omitted. The motion was carried by 274 to 88. Progress was then reported.

Law Agents (Scotland) Bill.—The amendments to this Bill were considered, and after the rejection of two amendments, the remaining amendments were agreed to.

The *Indian Railways Registration Bill* passed through committee.

Proportional Representation.—Mr. Morrison brought in a Bill to make provision for the proportional representation of the people, and otherwise to amend the laws relating to the representation of the people in England and Wales.

June 17.—*The Judicature Bill.*—In reply to Mr. Bourke and Mr. Charley, the Attorney-General said the Judicature Bill could not be brought on on Monday next, and it was impossible for him to fix a day at present for the committee.

Rating (Liability and Value) Bill.—The consideration of this Bill in committee was resumed at clause 3.—Sir J. St. Aubyn moved an amendment, the object of which was to make tin and copper mines rateable on the principle of dues.—Mr. Stansfeld was prepared to accept the amendment with certain modifications, which would render whatever was reserved to the landlord, whether money or produce, the measure of the value of the mine, and the amount of the previous year's rent so reserved as the basis of assessment for the current year.—Mr. Pease moved, at the end of clause 3, to add words providing a general standard to guide assessment committees in the rating of mines.—The amendment was withdrawn.—Mr. Muntz moved to insert at the end of the clause that the word "mine" should be held to mean all metalliferous, ironstone, clay, and limestone mines.—The Solicitor-General said the point had been in dispute nearly two centuries, but he believed it was now settled. The courts decided that whatever workings were conducted by means of shafts, by which the substance sought to be obtained was brought from beneath the ground to the surface, were mines, and it would be most unwise to unsettle that interpretation of the term by attempting to re-define it. The amendment was withdrawn.—Sir M. H. Beach moved to add the following words at the end of the clause, "Provided that the gross annual value of the hereditaments comprised in sub-section (1) shall be ascertained in the manner and on the basis hereafter provided in this Act;" but the amendment was negatived.

On clause 4, which repeals the Acts to exempt the buildings of scientific and literary societies and Sunday and ragged schools from rating, Mr. Reed proposed the omission of the words referring to the Acts by which Sunday and ragged schools are exempted.—Mr. Stansfeld assented to the amendment. Progress was then reported.

Law Agents (Scotland) Bill was read a third time and passed.

Weights and Measures.—Mr. Goldney moved:—"That it is inexpedient to continue the superintendents of police and police-constables as inspectors of weights and measures under the Weights and Measures Act."—Mr. A. Peel said

the subject was under consideration. The motion was withdrawn.

June 18.—*Parliamentary Elections (Expenses) Bill*.—Mr. Fawcett moved the second reading of this Bill. He explained that it proposed to make candidates at elections no longer liable for the necessary election expenses, but to transfer that liability to the locality, and it also provided security against vexatious canvassing.—Mr. W. N. Hodgson moved that the Bill be read a second time that day six months. He thought it would be most unwise to add to the burden of local rates. The provisions of the measure were most defective; for instance, no provision had been made for taxing the statement of the expenses to be made by the returning officer.—Mr. Melly supported the Bill.—Mr. Trevelyan said the burden imposed on the rates would not amount to more than half a farthing in the pound every three or four years. To refuse to pass the Bill was to maintain to that extent a money qualification.—Mr. Morrison thought the passing of the Bill had materially strengthened the argument for the Bill, as the legal expenses of candidates must be greater now than they used to be. At present there was a direct incentive towards wasteful expenditure by local authorities.—Mr. James pointed out that the member for Brighton had said it was very desirable the expenses of elections should be reduced, and without showing that his Bill would reduce them, he had said, therefore this Bill was a good one. He had next urged that it was desirable working-men should be in the House, and without showing this Bill would introduce them, had said, therefore this Bill should become law. The expenses of the last general election had been returned at £1,500,000, but only £90,000, or less than one-fifteenth, of that total would be thrown upon the rates to the relief of the candidate by this Bill. How, then, could it be said that the Bill would reduce the expenses of elections? It would be unfair to throw these expenses on the ratepayers generally; they should be borne by the electors only. And if the precedent of the revising barristers were followed, they should be borne by the imperial exchequer.—Mr. Scourfield opposed the Bill.—Mr. Bruce said that the Government, having stated that it was not their intention as long as the question of local taxation was in its present unsettled condition, except in cases of necessity, to bring forward any measure which would tend to increase local burdens, it was impossible for them as a Government to give the hon. member for Brighton that support which they gave him on former occasions. He admitted the justice and expediency of the measure, but held that the present was an inopportune season for introducing it. On a division, the second reading was lost by 205 to 91.

Clerical Magistrates.—Mr. H. Palmer introduced a Bill to disqualify clerks in holy orders from acting as justices of the peace while having the cure of souls, and to amend the qualifications required for justices of the peace.

June 19.—*Rating (Liability and Value) Bill*.—The consideration of this Bill was resumed in committee. Clauses 4 to 6 inclusive were agreed to. On clause 7 (Payment of Poor-rate on Government Property), an amendment, proposed by Mr. Cawley, with the object of providing that the Bill should do nothing more than enunciate the principle that Government property should be rated, and that the Treasury should bring in a Bill which should lay down the method upon which the various classes of Government property should be rated, was withdrawn.—Mr. Stansfeld moved an amendment, in lieu of the original proposal in the Bill, requiring that where the gross or rateable value has been fixed by an umpire, the Treasury should state to the House whether it assented or dissented from the value, and further that the Treasury should cause a public Bill to be introduced into the House confirming every such scheme. The amendment was agreed to.

Clauses 8, 9, 10, and 12 were agreed to.

On clause 13 (exemption of stock-in-trade),

Mr. Cawley moved to add these words:—"And all machines and machinery, whether attached to the freehold or not, other than that by means of which motive power is generated or transmitted, shall be deemed to be stock-in-trade, and included in the provisions of the said Act."—Mr. Stansfeld declined to accept the amendment, and

ultimately progress was reported before a decision was arrived at.

The *Tithe Commutation Acts Amendment Bill* passed through committee.

The *Petitions of Right (Ireland) Bill* was read a second time.

OBITUARY.

* MR. JACOB WALEY.

We regret to have to report the death, on Thursday evening last, of Mr. Jacob Waley, whose name is familiar to most of our readers as that of a distinguished lawyer, one of the joint authors of Davidson's *Precedents*, and one of the six conveyancing counsel to the High Court of Chancery. Mr. Waley was born about the year 1820. Having received his education at University College, he graduated B.A. at the University of London in 1839, the first year in which degrees were conferred by that body. On this occasion he obtained the university scholarship in mathematics, and the first place in classical honours. In the following year he proceeded to the M.A. degree in the mathematical branch, and gained the gold medal.

Mr. Waley at first intended joining the other branch of the profession, and was articulated to a member of a well-known firm of solicitors, but after about a year of service he entered at Lincoln's-inn, and became a pupil of the late Lord Justice Rolfe. Being without a connection of the kind which ensures speedy success at the Bar, his career was less rapid than that of many an inferior man. His practice, however, steadily increased, and was entirely due to his own distinguished merits. For many years past he had given up court practice, appearing only at rare intervals in real property cases, when the clearness and soundness of his argument usually elicited a compliment from the judge. In 1870 he was appointed by Lord Hatherley one of the conveyancing counsel to the Court of Chancery. Mr. Waley was also for many years professor of Political Economy at University College, and examiner in the same subject at the University of London.

Of his personal character, conscientiousness and charity in the widest sense were the most prominent features. Although endowed with a judgment singularly acute and sound, he invariably placed the most charitable construction possible on any questionable act. His extreme conscientiousness must be known to all who were brought in contact with him. His exertions and self-sacrifice in the cause of charity in the more restricted sense can only be known to those who enjoyed his personal acquaintance.

THE JUDICATURE BILL.

The following observations have been issued by the Incorporated Law Society of Liverpool on the District Registry Clauses, and as to the necessity for more frequent sittings for trial in Lancashire:—

A return has very recently been prepared by the prothonotary and associate of the number of causes entered for trial at the Lancashire assizes for the three years before the Act establishing the district registries came into operation and the three years subsequently. During the former period, that is during the years 1867, 1868, and 1869, 1,336 causes were entered for trial in the three places where the Lancashire assizes are held—namely, Lancaster, Manchester, and Liverpool. Of these 140 only were instituted in the local court, the remaining 1,196 being instituted in the three courts at Westminster. During the three years 1870, 1871, and 1872 the number of causes entered was 1,333; of which 772 were instituted in the local and 561 in the Westminster courts. In other words, though the total number of causes entered for trial in Lancashire during each period of three years has remained stationary, the proportion of such causes instituted in the local court has risen from 140 to 772.

The suitors in Liverpool are urgent for more frequent opportunities for trial, and to be enabled to try Admiralty causes in Liverpool. As an instance of the present mode of conducting the business of the assizes it may be stated that at the last Liverpool Spring Assizes the judges collectively sat 10½ days on common jury causes and 15 days on special

jury causes, or 25½ days in all; and the business was disposed of as follows:—

Final verdict by consent	3
Undeferred	4
Tried out	43
Struck out	6
Withdrawn settled	16
" not settled	3
venue changed	2
Referred or special case	25
Remanets	16

118

Thus, 29 special juries and 43 common juries (or 72 in all) were disposed of, leaving 30 special juries and 16 common juries (or 46 in all) still to be dealt with. Eighteen special juries and 25 common juries were tried out (43 altogether) in 25½ days, or about two a day. In the same proportion it would have taken 23 days more to finish the assize.

No blame attaches to the judges, who did all, and more than all, that could be expected of them. The same may be said of the counsel. It is the system which requires amendment, and the society trust that under the powers conferred by the Bill an early opportunity will be taken to establish frequent sittings in Lancashire by a single judge for the purpose of hearing causes and issues, whether of fact or of law—including Admiralty causes—with or without *viva voce* evidence, and with or without a jury or assessors.

From the above facts it appears that at present the expense of keeping suitors, witnesses, &c., in waiting is very large, and great cost is incurred by the suitors without result, to say nothing of the waste of time to jurymen and all others engaged in the courts. Under an improved system the expense and waste of time might, to a great extent, be avoided.

J. H. KENION, Hon. Sec.

Liverpool, 7th June, 1873.

THE VACANT JUDGESHIP OF THE LANDED ESTATES COURT IN IRELAND.

A general meeting of attorneys and solicitors was held in the Solicitors'-hall, Four Courts, Dublin, at three o'clock on Saturday, pursuant to requisition, to consider the subject of a Bill at present before Parliament to reduce the number of judges in the Landed Estates Court in Ireland. The chair was occupied by Sir R. J. T. Orpen.

Mr. J. H. Goddard read a return showing the number of cases referred to the chamber of the late Judge Lynch, from the 16th November, 1872 (being the last day upon which he attended in court), to the 31st January, 1873, and the business of that chamber disposed of by Judge Flanagan within the same time. The number of petitions referred was 48; number of such petitions upon which orders have been made, 48; number of abstracts of title lodged, 42; number of such titles perused, 32. Number of motions of course or upon notice disposed of, 359; number of estates sold 11; number of conveyances or declarations of title executed, 32; number of final schedules heard, 43; amount of money ordered for payment, £215,721 19s. 5d.

Mr. Anderson proposed the following resolution:—

"That having read the Bill now before Parliament to reduce the number of judges in the Landed Estates Court in Ireland, whilst we beg leave to bear our unanimous testimony to the indefatigable energy, zeal, and industry of the learned judge of the Landed Estates Court, by means of which alone there has not been permitted to accrue any arrears in the business of the court since the demise of the late Judge Lynch, yet we have no hesitation in expressing our very decided opinion that the ordinary business of the court, not to speak of the gradual increase of it, which may be favourably expected, imperatively requires the continuance of two judges to conduct it efficiently, as we feel assured that the effect of reducing the number to a single judge will occasion most injurious delay in the conduct of the business; and we feel convinced that it is physically impossible for any single judge to continue without interruption to do the amount of business, and within the same time, as appears to have been hitherto discharged by the present judge, as specified in his return to the Lord-Lieutenant, dated 1st February, 1873, in addition to the business of his own court, which was always considered sufficient to occupy the time of any single judge."

Mr. H. A. Dillon seconded the resolution. He believed the resolution was borne out by the facts of the case, and he thought it would be unjust to the judge to throw such an enormous amount of work upon his shoulders, erroneous to the interests of the country, and disastrous to the suitors, and that it would not be tolerated.

The resolution was put and unanimously adopted.

Mr. Arthur Barlow, vice-president, proposed the following resolution:—

"That in reference to the fourth clause of the bill in question, which provides for the performance of the functions of the Court in the absence of the present judge, we believe the mode suggested of bringing into the Landed Estates Court in a temporary way judges from other courts unfamiliar with the peculiar practice of that court is one calculated to be highly injurious to the interests of the suitors of the Court."

Mr. Dix seconded the resolution. He said the opinion of the profession plainly was that the process intended by this bill was one that would be fraught with very great inconvenience to the public.

Mr. Dalton said the bill would paralyse the efforts of a most valuable court.

After some remarks from Mr. Hinds and Mr. Shannon, the resolution was adopted.

On the motion of Mr. Hinds it was resolved that the council of the society be authorised to take such steps as they might think desirable to carry out the opposition to the bill.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 20, 1873.

5 per Cent. Consols, 92½	Annuities, April, '86 9½
Ditto for Account, July 2, 92½	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92½	Ex Bills, £1000, — per Ct. 2 dis.
New 3 per Cent., 92½	Ditto, £500, Do — 2 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 2 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '73	Ct. (last half-year) 246
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 205	Ind. Knf. Pr., 5 p Ct. Jan. '72
Ditto for Account, —	Ditto, 5½ per Cent., May, '79 105
Ditto 5 per Cent., July, '86 108½	Ditto Debentures, per Cent.,
Ditto for Account, —	April, '64 —
Ditto 4 per Cent., Oct. '88 101	Do. Do, 5 per Cent., Aug. '73 101
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Enfranch. Ppr., 4 per Cent. 96½	Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	100	Paid.	Closing Prices.
Stock Bristol and Exeter	100	114	
Stock Caledonian	100	99½	
Stock Glasgow and South-Western	100	128	
Stock Great Eastern Ordinary Stock	100	41½	
Stock Great Northern	100	127½	
Stock Do., A Stock	100	138	
Stock Great Southern and Western of Ireland	100	114	
Stock Great Western—Original	100	124½	
Stock Lancashire and Yorkshire	100	155	
Stock London, Brighton, and South Coast	100	77½	
Stock London, Chatham, and Dover	100	23	
Stock London and North-Western	100	147½	
Stock London and South-Western	100	107	
Stock Manchester, Sheffield, and Lincoln	100	78	
Stock Metropolitan	100	71½	
Stock Do., District	100	31½	
Stock Midland	100	138½	
Stock North British	100	67½	
Stock North Eastern	100	102½	
Stock North London	100	120	
Stock North Staffordshire	100	71	
Stock South Devon	100	74	
Stock South-Eastern	100	108½	

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The railway market has been dull, and in the early part of the week prices fell. A slight recovery was reported on Thursday afternoon. Foreign securities have been affected by the scarcity of money, and there was little activity in the market up to Thursday, when there was a rise in the price of several stocks. Spanish were offered on Tuesday as low as 18½, but on Thursday reached 20½

Before the LORD CHANCELLOR for the MASTER OF THE ROLLS

CAUSES set down previous to the Transfer.

Wells v Waters demr
Hay v Bates cause, wits
(day to be fixed)
Clowes v Hogg cause, wits,
day to be fixed.
King v Dixon c
Patrick v Gye m d, wits
before examiner
Boyle v Sawyer m d, wits
before examiner
Hilliard v Fulford m d (re-
stored by order)
Fothergill v Baghott m d

The Law Reversionary Interest
Society v Stuart m d
Cooper v Godfrey m d
Ross v Lloyds m d, wits be-
fore examiner
Barneby v Jordan m d, wits
before examiner
The Syndicate Union, limd. v.
Oppenheimer m d
Ward v Eyre c
Halliday v Tamplin c, wits
(day to be fixed)
Cotton v Upward m d

For the Causes transferred from the Books of the Vice-Chan-
cellors Sir R. Malins and Sir J. Wickens, by Order dated 2nd
May, 1873, see ante, p. 589.

CAUSES set down since the Transfer.

Harris v Seymour f c (pt hd)
Matthews v Roberts m d
Fulford v Hilliard m d
St. John's College, Cambridge
v. Earl of Effingham m d
Broadwood v Watt f c
Newcomen v Wharton m d
Sackville v Smyth m d
Birks v Wells m d
Rosser v Andrew and Rosser
v. Davies f c
Whyte v Preston f c
Gleg v Rees c
Holroyd v Ackroyd m d
In re J. S. Moorat's Estate, and
Moorat v Moorat f c
Yonge v Purse f c (25 June)
The Thames Iron Works Ship
Building, Engineering and
Dry Dock Co., (Limited) v
Nisbet c

Frankish v Morris m d
Radcliffe v Banks m d
Cozens v Crout f c
Wright v Johnston m d
Fell v Fell f c (short)
Cockayne v Harrison f c
Baker v Baker f c (short)
Halsen v Dando m d (short)
Graham v Drewe m d
Brookes v Eastcott m d (short)
Rose v Rose m d
Daniel v Lloyd f c (short)
In re Thomas Jones's Estate,
and Jones v Hughes f c
Sanders v Pooley m d
Ord v Rushbrooke f c (short)
Jarvis v Berghem cause set
down at request of deft.
Steward v Nurse f c
Barnaby v Boulton m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes, &c.

Denny v Morris m d (re-
transferred from M R by
order) pt hd
Cope v Evans f c (pt hd)
Wilshin v Wavell exons for
insufficiency
Lady Wentworth v Lord
Wentworth exons for insufficiency
(S.O.)
The Banco Commercial v The
Commercial Bank of the
River Plate, limd dem (S.O.)
Attorney-General v Borough
of Folkestone demr & mtn
Elmer v Creasy exons for
insufficiency
Armstrong v Holmes m d
(revived)
Charlwood v Cornelius c, wit
(June 23)
Trade Auxiliary Co. (Limited)
v Vickers m d
Lewin v Lewin f c
Bide v Harrison sp c
Maxwell v Maxwell m d
Caldicott v Smith, Satchwell v
Smith m d
Beale v Atchley c
United Land Co., limd., v
Great Eastern Ry. Co. m d
Davies v Howells m d
Prescott v Barker sp c
Maynard v Eaton c, wits
(day to be fixed)
Raggett v Findlater m d
Fidley v Pidsley c
Hawks v Longridge sp c
Hanson v Leighton m d
Harvey v Horry m d
Curtis v Bristol Port & Chan-
nel Dock Co. m d
Digby v Ward m d
Candy v Candy m d (re-trans-
ferred from the M R by order)
The Nowgong Tea Co. of
Assam, limd. (by Official
Liquidator) v Barry c (S.O.)

Wilts & Berks Canal Naviga-
tion Co. v Swindon Water
Works Co. limd m d
Talbot v Bentley f c
Burgess v Bennett m d
Mayor, &c., of Hastings v
Ivall c
Emson v Saffron Walden
Railway Company f c
Blakey v Rushworth sp c
Parkinson v Chester f c
Bain v Percy m d
Smith v Grant m d
Garrard v Triest f c
Hilliard v Hilliard f c (S.O.)
Stewart v Huddersfield Bank-
ing Co. m d
Whiteley v Kemp m d
Griffith v Youell m d
Brook v Criddle m d
Newman v Hendy m d
Kent v Kent m d
Nind v Church m d
Wild v Wild f c
Schollick v Edye m d
Pickering v Ager c, wits (day
to be fixed)
Wilson v Thornbury m d
Taylor v East London Ry. Co.
1872.—T.—111 m d
Taylor v East London Ry. Co.
1872.—T.—141 m d
Countess d'Alteyrac v Long,
Little v Long rehearing of
m d (2 July)
Pudge v Pudge m d
Randell v Samels m d
Kelsey v Kelsey c
Bryan v Moss m d
Parks v Briscoe m d
Street v Bonser c
Canter v Wodehouse c, pro
confesso
Pizzey v Wilkinson f c (not
before July 4)
Barrett v Beck m d
Flood v Hampden m d

Kettle v Drayner m d
Barnes v Barnes c, wits (day
to be fixed)
Goodwin v Gray m d
Reeco v Reeco f c
Lloyd v Finlay m d
Walker v Dobson sp c
De Bay v Griffin c
Williams v Hughes f c
Plumer v Gregory m d
Kennick v Kino m d
Bray v Gouge m d
Baker v Rigden f c
Darey v Batt m d
Smith v Hatten m d
Forster v Hatten m d
Blackmore v Tuck m d
Bradshaw v Congreve m d
Barnet v Parsons m d
Bright v Marcoratu m d
Phillips v Phillips f c
Webster v Malcolm c
Coote v Whittington case on
appeal from Southwark
County Court
Jupp v Callaway m d
Maunsell v Payne m d
French v The British Commer-
cial Insurance Co. (Limited)
m d

Gruning v Smethurst c
Timothy v Crown f c (short)
Clark v Lamb m d
Micklethwait v Saltoun f c
(short)
Torrens v Hilliard m d
The General Steam Navigation
Co. v Child f c
Whitaker v Whitaker m d
Snaat v Slegg m d (short)
Ramsden v Burdett f c
Belcher v Green m d
Allen v Lewis m d (short)
Stewart v Lupton c
Barrow v Walker m d
Gould v Clavey m d
Barnston v Barnston sp c
Hardman v Poncia f c
Spencer v Wilson f c
Goulding v Gard f c
Laurie v Hemsworth m d
Corney v Winterton f c
Carey v Lloyd m d
Roffe v Waudby f c
Colbran v Copp m d (short)
Mortimer v Ring m d
De Serre v Clarke m d
Mason v Skipper m d (short)
Capes v Dalton m d (short)

Before the Vice-Chancellor Sir JAMES BACON.

Causes, &c.

Gladstone v Mackinlay c pt hd
Hooper v Hooper m d (short)
pt hd
Heath v Crealock c wits, pt hd
(abated)
Greenhalgh v Ramney (3
causes) f c and summons to vary
(not before June 30)
Williams v Financial Corp'n
limited c, wits (24 June)
The Cleve v Financial Corporation
limd c (24 June)
Howes v Phillips c
Kerr v Hilton m d
Great Western Insurance Co.
v Cunliffe m d, wits to be
cross-examined abroad
Treacher & Co limd. v Treacher
c
Burke v Keith m d
Churchill v Portsea Island
Gas Light Co. c wits (25
June)
Yonde v Cloud m d wits
before examiner
Selby v Nettlefold c wits (1
July)
Taylor v Fisher m d
King v Sherrott m d

London & Provincial Marine
Insurance Co. v Seymour c
with wits (day to be fixed)
Whittaker v Whittaker sp c
Bousfield v Bousfield m d
Pinchard v Fellows m d
Hathesing v Laing m d
Laing v Zeden m d
The Isle of Wight Oyster
Fishery Co., limd. v The
Corporation of Newport (I.
of W.) m d (8 July)
Bailey v Schweitzer c
Giffard v Phillips m d
Buxter v Chapman c
Gardner v Gardner f c
Smith v Keene m d
Kendall v Burt f c (short)
Gill v Bagshaw f c
Clark v Buck c
Giles v Norton f c and summons
to vary
De Brito v Hillel c
Swabey v Bury f c
Lane v Brown f c
Tucker v Dimsdale m d
Middleton v Barker m d
Wilson v The Furness Ry.
Co. m d

CAUSES.

Transferred from the books of the Vice-Chancellors Sir R.
MALINS and Sir J. WICKENS, by order dated 9th June, 1873.

Avis v Avis m d VCM 31 January
Yardley v Holland m d VCM 31 January
Baker v Wilbraham m d VCM 4 February
Hall v Harland m d VCM 8 February
Heron v Davey m d VCM 11 February
Brown v Towell cause with wits. VCM 11 February
Carding v Potts m d VCM 12 February
Gallager v Fleming cause VCM 13 February
Jones v Habershon m d VCM 13 February
Towell v Brown cause with wits. VCM 15 February
Wylan v Watts m d VCM 18 February
Rudge v Bennett cause VCM 19 February
Ramm v Taylor m d VCM 19 February
James v James m d VCM 20 February
Healey v Borough of Batley (special exmnr. apptd.) m d
VCM 22 February
Latham v Chartered Bank of India, China & Australia m d
VCM 24 February
Lewis v D'Avigdor m d VCM 25 February
Lewis v Lewis m d VCM 25 February
Pickering v Chadwick m d VCM 27 February
Colquhoun, Knight. v Courtenay m d VCM 27
February
Carter v Henstridge m d VCM 28 February
Horn v King m d VCM 28 February
Countess de Palatiano v Hartley m d VCM 3 March
Gott v Gott m d VCM 4 March

Bell v London and South-Western Bank, limited m f d V C M 3 March
 Bresson v Maynard m f d V C M 4 March
 Swain v Swain m f d V C M 4 March
 Schank v Scott, Bart. m f d V C M 5 March
 Fox v Heinke cause with witnesses m f d V C W 5 March
 Morris v Davies m f d V C W 6 March
 Blakeley v Crawshaw cause V C W 6 March
 Dixon v Fiske m f d V C M 8 March
 Singer v Audsley cause V C W 8 March
 Wickham v Fitz-Worlock cause, evidence viva voce V C M 10 March
 Dick v Montague m f d V C W 10 March
 Hoe v Thorpe cause V C W 10 March
 Smith v Hart cause V C W 12 March
 Greg v Sagar cause V C W 12 March
 Barton v Hobson m f d V C W 14 March
 Ive v Smith m f d V C W 15 March
 Gwynne v Great Eastern Ry Co cause V C W 15 March
 Wright v Wright cause V C W 17 March
 Greaves v Smith m f d V C W 18 March
 Smith v Butler m f d V C W 18 March
 Moore v Ross m f d V C M 19 March
 Bumpus v Bumpus m f d V C M 20 March
 Mills v Nuttall m f d V C W 20 March
 Woodford v Brooking m f d V C W 20 March
 Coghlan v Kenne m f d V C M 21 March
 Mackrell v Notley m f d V C W 21 March
 Shaw v Longbottom m f d V C W 21 March
 Rolls v Parish of St. Mary, Newington m f d V C M 24 March
 Driver v Driver m f d V C W 24 March
 Porter v Bell m f d V C W 26 March
 Dubois v Charsley m f d V C M 28 March
 Cooper v Green m f d V C M 31 March
 Mulrow v S. H. Bigg m f d V C W 31 March
 Cole v Scott m f d V C M 1 April
 Green v Cooper cause V C M 1 April
 Rumboll v Taylor m f d V C M 1 April
 Wilson v Northampton & Banbury Junction Ry Co m f d V C M 2 April
 Snelling v Thomas m f d V C W 2 April
 Paine v Jones cause V C M 4 April
 Fisher v Russell m f d V C W 4 April
 Robins v Rose m f d V C W 4 April
 Parker v Trigg m f d V C M 8 April
 Parnell v Stevens m f d V C W 8 April witnesses before exmr.
 Tomlinson v Lowe m f d V C W 9 April
 Bulley v Bulley cause V C W 9 April
 Baron Greville v Greville m f d V C W 9 April
 Berry v Harris m f d V C M 10 April
 Dean v Butt Stephenson v Butt cause V C W 16 April
 Evans v Verrall m f d V C W 16 April
 Bird v Bird's Patent Deodorising and Utilising Sewage Co limited m f d V C W 18 April
 Worthington v Curtis m f d V C W 25 April
 Earl Waldegrave v Bastard m f d V C W 26 April
 Lancaster v Walker m f d V C W 28 April
 Moon v Veale cause V C W 29 April
 Bates v Eley cause with witness V C W 30 April
 Hooper v Abell m f d V C W 1 May
 End of Transfer
 CAUSES set down since the Transfer.
 Edmundson v Hargreaves motn for decree
 Mackett v Bayliss motn for decree
 Horsfield v Ashton fur conson
 Attorney-Gen v The Furness Ry Co motn for decree

Before the Vice-Chancellor Sir JOHN WICKENS.

Causes, &c.

Morrish v Keele m d
 Bullocke v Bullocke m d
 witnesses before exam
 Read v Strangways m d &
 petn
 Rosser v Rhys m d
 Griffiths v Bedborough f c
 City of London Brewery Co.
 (lim) v Tennant m d
 Lyall v Fluker m d
 Rowed v Saunders m d
 Wilson v Johnstone c
 Meek, Knight v Clarkson m d
 Sheffield v Gray c
 Arnold v Jervis m d
 Watts v Watts m d
 Attorney-General v The Mayor,
 Aldermen, & Burgesses of
 the Borough of Barnsley
 m d
 Littledale v Bickersteth m d
 Wilkinson v Elster m d
 Turner v Turner m d
 Williams v Lucas m d
 Newbald v Hale c wits
 Davies v Eggar m d
 Lewthwaite v Lewthwaite m d
 Wilson v Coffin c
 Sugg v Foster m d
 Waring v Scamp c
 Groom v Savery m d
 Griffiths v Oakley f c and
 sunns.
 Marshall v Redford m d
 Murton v Bigham m d
 Brafield v Scriven m d
 Pritchard v Roberts m d
 Leese v Martin m d
 Fennings v Pain m d
 Sennill v The Queensland
 Sheep Investment Company,
 limd c

Hetherington v Tennant m d
 Gillam v Taylor f c pt hd
 Radloff v Le Lievre c
 Clipperton v Cartwright m d
 Bell v Bell m d
 Causton v Holdich f c & sums
 Re John Evans' Estate, Evans
 v Evans f c & sums
 De la Rue v Marshall sp c
 The Powell Duffryn Steam
 Coal Co., limd v The Taff
 Vale Ry. Co. m d
 Lane v Stewart f c
 Boydell v Thornewell sp c
 Heath v Barlow f c
 Wright v Larkin f c (S. O.)
 Darley v Entwistle m d wits
 Cock v Green f c
 Pickard v Pickard m d
 Muschamp v Coombes f c &
 sums
 Gardner v Burbury m d
 Phelps v Powell f c (June 23)
 Kallender v Tipple f c (July 8)
 Gael v Fenwick m d
 Thompson v Burra f c (July 9)
 Binns v Fisher m d
 Iver v Armstrong sp c
 Oddy v Green m d
 Eley v Bates c
 In re Pickering's Estate,
 Pickering v Pickering f c
 Westmorland v Tunncliffe f c
 Williams v Dobson f c &
 sums
 Marshall v Marshall c
 Christie v Ovington m d
 Parfrey v Hitchings f c &
 sums
 Cator v Drew sp c
 Spraggett v Spraggett m d
 Curnick v Tucker m d
 Oldham v Oldham c
 Gill v Downing m d
 Robins v Gillam f c
 Lake v Baylay m d
 Tyssen v Stacey sp c
 Matthews v Pring m d
 Bolton v Adams m d
 Serrell v Harding m d
 Lovibond v Perryn m d
 Angell v Wilkinson c
 Angell v Ronald c
 Hare v Topham m d
 Douglas v Douglas f c
 Holland v Gillham f c
 In re Biel's Estate, and Gray v
 Warner f c
 Tootal v Dickinson f c
 Lee v Lee m d
 Gwynne v Coulthurst m d
 Viant v Hart m d
 Mc Callan v Goode m d
 Attorney-Gen. v Ray m d
 Burbury v Burbury m d
 Blackstock v Ashman f c
 Chamberlain v Chamberlain
 m d
 Howlett v Cole m d
 Read v Strangways m d
 Turner v London and South
 Western Railway Co. m d
 Bourdin v Greenwood f c
 Toaswill v Gillman m d
 Ashman v Blackstock f c
 Horwood v Penny m d
 Fryer v Waterfield m d
 Crosley v Ingham f c
 Griffin v Morgan, Cole v Griffin
 f c
 Taylor v Crookes m d
 Carnegie v Carnegie c
 Horton v Hall m d
 Clay v Clay m d
 Wilkes v Wilkes m d
 Couchman v Thurnall m d
 Fannon v Harris c
 Waller v Luckin, Waller v
 Turner f c
 Fraser v Dallas f c
 Wade Brown v Pennefather
 f c
 Thomson v Sherwood f c

SUMMER ASSIZES.

HOME.

Martin, B., and Pigott, B.

Hertford, July 9; Chelmsford, July 12; Lewes, July 16;
 Maidstone, July 21; Croydon, July 28.

MIDLAND.

Pollock, B., and Honyman, J.

Warwick, July 8; Derby, July 12; Nottingham, July 17;
 Lincoln, July 22; York, July 28; Leeds, August 2.

NORFOLK.

Bramwell, B., and Mellor, J.

Oakham, July 8; Leicester, July 9; Northampton, July
 14; Aylesbury, July 17; Bedford, July 21; Huntingdon,
 July 24; Cambridge, July 26; Bury, July 30; Norwich,
 August 2.

NORTHERN.

Brett, J., and Quain, J.

Durham, July 8; Newcastle, July 15; Carlisle, July 21;
 Appleby, July 24; Lancaster, July 26; Manchester,
 July 30; Liverpool, August 13.

OXFORD.

Denman, J., and Archibald, J.

Reading, July 9; Oxford, July 12; Worcester, July 16;
 Stafford, July 21; Shrewsbury, July 31; Hereford,
 August 4; Monmouth, August 6; Gloucester, August 11.

WESTERN.

Kelly, C.B., and Lush, J.

Winchester, July 11; Salisbury, July 18; Dorchester,
 July 23; Exeter, July 26; Bcdm, August 2; Wells,
 August 8; Bristol, August 14.

NORTH WALES.

Cockburn C.J.

Newtown, July 14; Dolgelly, July 17; Carnarvon, July
 21; Beaumaris, July 24; Ruthin, July 28; Mold, July
 31; Chester, August 2.

SOUTH WALES.

Grove, J.

Haverfordwest, July 1; Cardigan, July 3; Carmarthen,

July 7; Cardiff, July 10; Brecon, July 28; Presteign, July 31; Chester, August 2.

Bovill, C.J., remains in town.

[The Times says that in the event of the Tichborne trial not being finished the places of the judges trying that case now arranged to go on circuit will be filled by the three election petition judges—viz., Mr. Justice Blackburn, Mr. Justice Keating, and Baron Cleasby. If, however, the Gloucester election petition should not be finished before the circuits commence, a "commissioner" will, it is expected, be appointed by Royal Warrant to go in the stead of the judge trying that petition.]

GLOUCESTER PARLIAMENTARY ELECTION PETITION.—*Guise, Bart., and Others, Petitioners; Wait, M.P., Respondent.*—Mr. Justice Blackburn has appointed Tuesday, the 15th day of July next, for the trial of the above petition at Gloucester. The agents for the respondent are Messrs. Doyle & Edwards, of No. 26, Carey-street, Lincoln's inn.

THE LATE BARON CHANNELL.—The Lord Chancellor, in delivering judgment in the House of Lords in the case of *Giles v. Melsom*, said—"I cannot name that learned judge without expressing the feeling of regret which I am sure all your Lordships, and all who are acquainted with the administration of the law in recent times, must feel at the loss we have sustained by his removal from among us."

PROFESSIONAL SERVICES.—The *Athenæum* notes a decision of the Cour d'Appel de Lyons, rejecting a suit of the *chef de claque* of the Théâtre Royal against M. Danguin, the director, for non-payment of money said to be due for professional service. The Court were of opinion—"Qu'on ne peut admettre comme compatible avec le respect de la saine morale une stipulation dont le but avoué est de provoquer des démonstrations et des applaudissements mensongers, payés à prix d'argent."

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

JACKSON—On June 14, at Easterot House, Devizes, Wiltshire, the wife of Joseph Jackson, solicitor, of a son.

ROBINSON—On June 12, at No. 22, Cambridge-square, the wife of William F. Robinson, Esq., barrister-at-law, of a daughter.

MARRIAGE.

OWEN—GOOCH—On June 18, at St. George's, Hanover-square, Edward Annesley Owen, M.A., of the Inner Temple, barrister-at-law, to Charlotte Matilda, fourth daughter of the late Sir Edward Sherlock Gooch, Bart., of Benacre Hall, Suffolk.

DEATH.

WOODCOCK—On June 9, William Woodcock, solicitor, Mansfield, aged 63 years.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, June 13, 1873.

LIMITED IN CHANCERY.

Camp Floyd Silver Mining Company (Limited).—Petition for winding up, presented June 11, directed to be heard before V. C. Wickens, on June 21. Snell, George at, Mansion House, solicitor for the petitioners.

Castell Carn Dochan Gold Mining Company (Limited).—Petition for winding up, presented May 31, which was directed to be heard before the Master of the Rolls, on Monday, June 23, has been transferred to V. C. Wickens, and is to come on for hearing, with another petition, on Saturday, June 21. Tooke and Holland, Bedford-row; agents for Walker, Dolgellay, solicitor for the petitioners.

Maria Anna and Steinback Coal and Coke Company (Limited).—Petition for winding up, presented June 10, directed to be heard before V. C. Malins, on June 21. Field and Co, Lincoln's Inn Fields; agents for Miller and Co, Liverpool, solicitors for the petitioners.

COUNTY PALATINE OF LANCASTER.

FRIDAY, June 13, 1873.

Spanish Zinc Company (Limited).—Petition for winding up, presented June 11, directed to be heard before the Vice-Chancellor, at No. 6, Stone buildings, Lincoln's inn, on Tuesday, June 24. Jones, Liverpool, solicitor for the petitioner.

STANNARIES OF CORNWALL.

FRIDAY, June 13, 1873.

New Wheel Charlotte Mining Company (Limited).—By an order made by the Vice-Warden, dated June 4, it was ordered that the above company should be wound up. Carlyon and Paul, Truro; agents for Holloway, Redruth.

Friendly Societies Dissolved.

FRIDAY, June 13, 1873.

Tibshelf School Friendly Society, Schoolroom, Tibshelf, Derby. June 9.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, June 10, 1873.

Brown, Charles, Bucklersbury, Accountant. July 14. **Harper & Brown, V.C. Wickens.** Kelly, Lincoln's inn fields.
Burgess, Thomas, Saint Leonard's-on-Sea, Sussex, Builder. July 7. **Durrant & Burgess, V.C. Malins.** Bull, Bedford row.
Dornbusch, George, Grove villas, South Hackney, Newspaper Proprietor. July 3. **Dornbusch & Dornbusch, V.C. Wickens.** Shoen and Co, Bedford row.
Feather, Robert John, Star at, Shadwell, Victualler. June 30. **Feather & Feather, M.R. Miller and Stubbs, Eastcheap.**
Henniker, Sir John, Elm park, Fulham road, Baronet. July 14. **Whyte & Whyte, V.C. Malins.** Kingsford and Dorman, Essex st, Strand.
Perry, James William, Firbright, Sarrey, Gent. July 10. **Rogers & Ratcliff, V.C. Wickens.** Gamlen and Son, Gray's inn square.
Spence, James, Saint Paul's churchyard, Merchant. July 5. **Spence & Spence, V.C. Wickens.** Loughborough, Austin Friars.
Worsley, Charles Carill, Platt, Lancashire, Esq. July 9. **Evans & Worsley, M.R. Young and Co, Eastbourne terrace, Paddington.**

FRIDAY, June 13, 1873.

Dumbell, John, Liverpool. July 5. **Church & Dumbell, V.C. Malins.**
Thatcher, Bennet's hill, Doctors' commons.
Lucas, Susan, Phene st, Chelsea, Widow. July 7. **Baxter & Bush, V.C. Malins.** Roper, Great James st.
Northcote, Rev Stafford Charles, Upton Pyne, Devonshire. July 15. **Pelham & Osmond, V.C. Wickens.** Follett, Exeter.
Spanish Zinc Company Limited. July 23. **Paul & Spanish Zinc Company Limited.** Registrar of Liverpool District.
Wanstead Church Tontine. July 7. **Fitz Gerald & Glasco, M.R.**

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 13, 1873.

Alcock, Charles, Bulwell, Nottinghamshire, Bleacher. July 30. **Hunt and Co, Nottingham.**
Barton, Eliza, Castle Northwich, Cheshire, Spinster, or of Mary Barton, Spinster. Aug 1. **Green and Dixon, Northwich.**
Bemrose, Elizabeth, Spalding, Lincolnshire, Widow. July 16. **Bonner and Calthrop, Spalding.**
Bent, Gibbs Francis, Lincolfield, Sussex, Esq. Sept 20. **Walthew, Southampton buildings, Chancery lane.**
Bishopp, Cecil, Sussex, Ifield, Plumber. Aug 14. **Pearless and Sons, East Grinstead.**
Carter, John, Liverpool, Gent. July 10. **Buck and Dickson, Preston.**
Cator, Peter, Lincoln's Inn, Esq. Sept 13. **Radcliffe and Co, Craven st, Charing Cross.**
Coventry, Hon Henry Amelius, Belgrave square. July 15. **Leman and Co, Lincoln's inn fields.**
Daly, Bernard, Kingston-upon-Hull, Gent. July 24. **Walker and Spink, Hull.**
Daniel, Nathaniel, sen, Cothoridge, Worcester, Farmer. Aug 5. **Parker and Co, Worcester.**
De Loppinot, Hannah Zilla, otherwise Tempest, Boscobel gardens, Regent's Park, Widow. July 17. **Davis, New inn, Strand.**
Forbes, John Hopton, Merry Oak, Bitterne, Southampton, Esq. July 21. **Tweddle, Lincoln's inn fields.**
Garland, Samuel, Stapleton, Gloucester, Baker. July 31. **Brittan and Sons, Bristol.**
Gurr, John, Rickney, Sussex, Farmer. July 10. **Coles, Eastbourne.**
Hughes, John, Crowton, Chester, Farmer. July 25. **Cheshire, Northwich.**
Hunter, William, Clifton, Gloucester, Esq. Sept 6. **Woode and Dempster, Brighton.**
Jay, John, Hornsey, Middlesex. July 22. **Hunter and Co, New square, Lincoln's Inn.**
Johnson, Thomas Brooks, Kingston-upon-Hull, Oil Merchant. Aug 11. **Rollit and Sons, Hull.**
Kenmore, Right Hon Mary Ann, Dowager Viscountess, Southsea, Southampton. Aug 1. **Binsted and Elliott, Portsmouth.**
Kinder, Eliza, Tichhurst, Sussex, Spinster. Aug 1. **Ellis and Ellis, Spring gardens, Westminster.**
Knight, Jeremiah, Langley Barrell, Wilts, Farmer. Aug 1. **Pinniger and Wood, Chippenham.**
Knight, Samuel Kendal, Manchester. Aug 4. **Hewitt, Manchester.**
Lathy, Mary, Brighton, Sussex, Widow. July 7. **Woods and Dempster, Brighton.**
Mair, William Bissland, Dinan, France, Esq. July 26. **Tamplin & Co, Fenchurch st.**
Mitchell, Geo, Coleford, Gloucester, Pensioner. Aug 1. **Finchett & Co, Chester.**
Money, Maria, Wood st, Upper Clapton, Widow. Sept 3. **Goren, South Molton st, Oxford st.**
Morgan, Jeekin, Marcoross, Glamorgan, Retired Farmer. Aug 15. **Stockwood, Bridgend.**
Morgan, Mary, Bristol, Spinster. Aug 15. **Wansley, Bristol.**
Payne, Frederic Taylor, King's Bench Walk, Temple, Barrister-at-Law. Sept 9. **Young & Co, Frederick's place, Old Jewry.**
Rickaby, Thomas, Gisborough, York, Farmer. June 24. **Rawling, Gisborough.**
Sewell, Daniel, Distington, Cumberland, Retired Farmer. Aug 1. **Mason, Whitehaven.**
Smith, Emily Caroline, Kirkstall, York, Widow. Aug 13. **Booty and Son, Raymond's buildings, Gray's inn.**
Tawney, Frances, Bath, Spinster. Aug 7. **Bush, Bristol.**
Taylor, Joseph Allen, Balaill heath, Worcester, Gent. Aug 1. **Clarke, Birmingham.**
Thornhill, Thomas, Crewe, Chester, Farmer. Aug 1. **Martin, Nantwich.**

Senior, Thomas, Wakefield, Yorkshire, Iron Merchant. Aug 1.
Fernandes and Gill, Wakefield.
Simson, Henry Bridgeman, Babworth Hall, Notts, Esq. July 31.
Newman, Howard st, Strand.
Smith, John, No 10 Ferryway, Yorkshire, Farmer. Aug 1. Wilson,
Kingston-upon-Hull.
Surreidge, Ann, Great Dammow, Essex, Widow. July 19. Wals and
Knocker, Great Dammow.
Tonge, John, Irlam, Lancashire, Farmer. July 1. Chapman and Co,
Manchester.
Walker, John, Keppel st, out of business. Sept 1. Asprey, Farnival's
inn.
Watmough, Robert, Southport, Lancashire, Gunsmith. July 9. Hulme
and Co, Manchester.
Williams, James, Studfold, Wiltshire, Nurseryman. July 17.
Kelsey and Son, Salisbury.
Wise, Elizabeth, Fairfax, South Hampstead, Widow. July 23. Hus-
ham, Hare court, Temple.

Bankrupts.

FRIDAY, June 13, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Maitland, William, Conduit st, Regent st, Tailor. Pet June 9. Broug-
ham. June 27 at 11.30.
Pether, Edward, Chiswell st, Glass Letter Maker. Pet June 10.
Hazlitt. June 27 at 12.
Temple, James Alfred, Broad st, Commission Agent. Pet June 9.
Brougham. June 27 at 11.

To Surrender in the Country.

Allaway, Stephen, Woolston, Hants, Gent. Pet June 9. Thorndike.
Southampton, June 26 at 2.
Craven, Francis, Liverpool, Cotton Merchant. Pet June 9. Hime.
Liverpool, June 25 at 2.
Flowerdew, Frederic Charles, Portsea, Hants, Hotel Keeper. Pet June
9. Howard. Portsmouth, June 24 at 12.
Hewett, Edwin, and Hermann Schwarz, Manchester, Tailors. Pet June
10. Kay. Manchester, June 25 at 9.30.
Hills, William, Barnstable, Devonshire, Draper. Pet June 10. Bencraft.
Barnstable, June 28 at 12.
Moore, Edward, Manchester, Russian Mat Dealer. Pet June 10. Kay.
Manchester, July 3 at 9.30.
Pascoe, Frederick, Exeter, Draper. Pet June 9. Daw. Exeter, June
26 at 11.
Pollexfen, Edward, Horneastle, Lincoln, Chemist. Pet June 10.
Uppley. Lincoln, June 23 at 1.
Pope, Frederic, Denington-on-Bain, Lincoln, Gent. Pet June 6.
Dabney. Great Grimsby, June 25 at 1.
Shroff, Marockjee Dhanjeebhoj, Liverpool, Commission Merchant.
Pet June 11. Hime. Liverpool, July 1 at 2.

TUESDAY, June 17, 1873.**Under the Bankruptcy Act, 1869.**

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

McNeill, Archibald George, George yard, Lombard st, Stock Dealer.
Pet June 13. Murray. July 1 at 11.

To Surrender in the Country.

Frood, Louisa, Gosport, Hants, Confectioner. Pet June 13. Howard.
Portsmouth, July 1 at 12.
Smith, James, West Hartlepool, Durham, Grocer. Pet June 13. Ellis.
Sunderland, June 24 at 12.
Walker, Charles, Attercliffe, Sheffield, Grocer. Pet June 13. Wake.
Sheffield, July 3 at 12.
Walton, George Edwin, Jun, Birmingham, Jeweller. Pet June 12.
Chauntier. Birmingham, June 26 at 2.

BANKRUPTCIES ANNULLED.**TUESDAY, June 17, 1873.**

Dickenson, Henry, Bedford, near St Albans, Hertford, Farmer. June
10.
Snivan, Thomas Digby, Fowey, Cornwall, Commander, R.N. June 6.
Sydenham, Charles St Barbe, Brushford, Somerset, Clerk in Holy Orders.
June 16.

Liquidation by Arrangement.**FIRST MEETINGS OF CREDITORS.****TUESDAY, June 10, 1873.**

Adler, George, Carmarthen, Eating house Keeper. June 11 at 11 at office
of Evans, Queen st, Carmarthen.
Ames, Robert, Keinton Manderville, Somersetshire, Drill Instructor.
June 30 at 11 at the Mermaid Hotel, High st, Yeovil. Glyde.
Archard, Leonard Edward, Whitechapel rd, Fancy Draper. June 23 at
2 at offices of Breckels, Guildhall chambers, Basinghall st. Fulcher,
Basinghall st.
Batcheler, Edward Beever, Palace rd, Upper Norwood, no occupation.
July 8 at 2 at office of Silberberg, Cornhill.
Bate, John, and Alfred Bate, Wilson st, Finsbury, Export Merchants.
July 2 at 12 at 33, Gutter lane. Davidson and Co, Basinghall st.
Best, John, West Hartlepool, Durham, Saddler. June 24 at 3 at
offices of Bell, Church st, West Hartlepool.
Boss, Philip, Grenada terrace, Commercial rd East, Jeweller. June 30
at 2 at offices of Thwaite, Basinghall st. Fulcher, Basinghall st.
Box, John, Mare st, Hackney, Clothier. June 30 at 3 at offices of
Chatteris and Co, Gresham buildings, Basinghall st. Ferrin, King st,
Cheapside.
Briscoe, Robert, Roth, near Cardiff, Agent. June 24 at 12 at offices of
Bernard and Co, Crockherbtown, Cardiff. Blleloch.
Brook, Fleeming, Castleford, Yorkshire, Grocer. June 23 at 2.30 at the
White Hart Hotel, Castleford. Harrison and Smith Wakefield.
Brown, William, Bushey Heath, Middlesex, Timber Dealer. June 20
at 4 at offices of Ablett, Cambridge terrace, Hyde Park.
Browne, Joseph, Warne, Ironmonger. June 24 at 11 at offices
of Campion, Bedford circus, Exeter.

Buckner, John, Grace's alley, Wellclose square, Lodging-house Keeper.
June 30 at 11 at offices of Edwards, Queen st place, Cannon st.
Calvert, Thomas, High st, Hampstead, General Outfitter. June 21 at
2 at 251, Marylebone rd. Yorke.
Cass, William, Heeley, near Sheffield, Grocer. June 24 at 2 at the Red
Lion Inn, London rd, Heeley. Willis, Rotherham.
Catepole, Robert Seace, Stowmarket, Suffolk, Millwright. July 2 at 12
at offices of Payne, Stowmarket. Gudgeon.
Clarke, Alfred David, Erith, Kent, Plumber. June 26 at 2 at office of
Poole, Bartholomew close.
Collins, Job, Birmingham, Painter. June 13 at 19 at offices of East,
Colmore row, Birmingham.
Cooke, Thomas, Middlewich, Cheshire, Draper. June 25 at 12 at offices
of Cooke, Kinderton st, Middlewich.
Dixon, Thomas, Kenley, Surrey, Carman. June 13 at 2 at the George
the Fourth Tavern, George st, Croydon. Marshall, Lincoln's inn fields.
Douglas, Eliza Parkinson, Eaton rise, Ealing, Widow. June 23 at 3 at
offices of Tidy and Co, Sackville st, Piccadilly.
Dudley, Herbert, Stoke-upon-Trent, Staffordshire, Potter. June 19 at
11 at office of Stevenson, Chesapeake, Hanley.
Dunkley, James, Coventry, Warwickshire, Baker. June 24 at 12 at
offices of Beeton, Jordan well, Coventry.
Eagling, George Edward, Pepler rd, O.4 Kent rd, Cheesemonger. June
19 at 3 at offices of Barton and Drew, Fore st.
Emmett, Henry Alfred, Shortlands, Kent, Builder. June 24 at 2 at the
Cannon st Hotel. Barnard.
Eymond, Henry, Liverpool, Wine Merchant. June 25 at 2 at office of
Browne, South John st, Liverpool.
Fear, Ellen Martha, Tabernacle walk, Finsbury, Veneer Seller. June
24 at 3 at offices of Pullen, Cloisters, Temple.
Fleet, Joseph, Crewe, Cheshire, Grocer. June 21 at 11 at offices of
Warburton, Mill st, Crewe.
Flint, Edward, Sevenoaks, Kent, Oilman. June 23 at 2 at office of
Stophor, Coleman st.
Freake, James, Manby grove, Stratford, out of business. June 17 at 3
at office of Marshall, Lincoln's inn fields.
Garrett, Charles, Banstead, Surrey. June 21 at 11 at office of Griffith,
Arthur at East.
Greenfield, John Aris, Croydon, Draper. June 25 at 12 at 3, Gutte-
lane, Cheapside. Raimond, Houghton st, New Inn.
Haines, William, Clifton, Bristol, Baker. July 5 at the Wellington
Arms, Clifton, Bristol.
Hindle, John, Old Accrington, Lancashire, Builder. June 23 at 11 at
the White Bull Hotel, Church st, Blackburn. Ainsworth, Blackburn.
Hoare, John, Whitford, Shute, Devonshire, Shoemaker. June 19 at 10
at the Bell Inn, Axminster. Tweed, Hinton.
Hopkinson, George, Green st, Bethnal Green, Saw Maker. June 19 at
11 at offices of Barton and Drew, Fore st.
Horn, John Copeland, South Shields, Durham, Outfitter. June 27 at
3 at offices of Duncan, King st, South Shields.
Hossey, Henry, Brighton, Sussex, Watch Maker. June 21 at 1 at 251,
Vaughan bridge rd, Westminster. Goodman, Brighton.
Jacob, Frank, Stockbridge, Hants, Saddler. June 23 at 3 at offices of
Godwin, St Thomas st, Winchester.
Lees, John Scott, Bridport, Dorset, Draper. June 30 at 11 at offices of
Day, West Allington, Bridport.
Mandy, James, Church st, Woolwich, Grocer. June 24 at 2 at office of
Stophor, Coleman st.
Martin, Isaac, Wolverhampton, Staffordshire, Fishmonger. June 23 at
3 at office of Wilcock, Queen's chambers, North st, Wolverhampton.
Mead, Josiah, Jeffery's rd, Clapham, Gent. June 21 at 12 at offices of
Cooke, Devereux court, Temple.
Meland, Jane, Erick hill lane, Upper Thames st, Chemist. June 23 at
offices of Ladbury and Co, Cheapside. Lewis and Lewis, Ely place.
Miller, Francis, Gawcott, Buckingham, Coal Dealer. June 27 at 2 at
offices of Small, Buckingham. Kirby and Son, Banbury.
Millward, William Albert, Walsall, Staffordshire, Cabinet Maker. June
20 at 10 at offices of East, Colmore rd, Birmingham.
Minchall, Daniel, Crewe, Cheshire, Boot Maker. June 19 at 11 at office
of Welch, Caroline st, Longton.
Mitchell, John Baines, and George Broadhead, Ossett, Yorkshire, Rag
Dealers. July 1 at 11 at the Scarborough hotel, Market place,
Dewsbury. Stringer.
Mitchell, William, and Richard Peck, Kingston-upon-Hall, Fruit
Dealers. June 18 at 2 at offices of Laverack, County buildings,
Kingston-upon-Hall.
Moffatt, James, Berkeley, Gloucester, Baker. June 23 at 11.30 at
offices of Gaisford and Scott, Berkeley.
Mortimer, Michael, Wibsey, Yorkshire, Fancy Stuff Manufacturer.
June 23 at 4 at offices of Terry and Robinson, Market st, Bradford.
Naul, William, Jun, Leamington Priors, Warwickshire, Tailor. June
23 at 2 at offices of Abbott, Spencer st, Leamington.
Nicholson, John Edward, Brighton, Sussex, Boot Dealer. June 23 at 3
at offices of Lickhous, Walbrook.
Norris, William, Bedford, Bootmaker. June 23 at 11 at office of Whyley
and Piper, Dame Alice st, Bedford.
Palmer, Henry, Longton, Staffordshire, Grocer. June 19 at 3 at offices
of Robinson, King st, Longton.
Parker, Frederick James, City rd, Importer of Bohemian Glass. July
2 at 2 at offices of Ladbury and Co, Cheapside. Lewis and Lewis,
Ely place, Holborn.
Parrott, Robert, Alvingham, Lincolnshire, Cordwainer. June 23 at 11 at
offices of Hyde, Jun, Ugate, Louth.
Peakman, Joseph, Birmingham, Metal Dealer. June 23 at 12 at the
Hen and Chickens Hotel, New st, Birmingham.
Pickering, Edward, Old Broad st, Railway Contractor. July 3 at 2 at
offices of Courtney and Croome, Gracechurch st.
Pitman, Simon, Yeovil, Somersetshire, Box Manufacturer. June 21 at
2 at the Saracen's Head Inn, Temple gate, Bristol. Davies, Sher-
borne.
Schmetzer, John, Clark's place, Hornsey rd, Baker. June 26 at 11 at
17, Great James st, Bedford row. Drawbridge.
Scott, William, Gateshead, Durham, out of business. June 21 at 11 at
offices of Story, Cross House, Westgate rd, Newcastle-upon-Tyne.
Smith, Joseph, Salford, Lancashire, Foreman Finisher. June 23 at 3
at offices of Booth, Brazenose st, Manchester.
Stansfield, James, Manchester, Commission Agent. June 23 at 3 at
offices of Sutton and Elliott, Brown st, Manchester.

Siles, Jane, Worcester, Eating-house Keeper. June 14 at 11 at offices of Foregate st, Worcester
 Stokes, William, East Ham, Essex, Builder. June 17 at 11 at Sander-son's Hotel, Bevois court, Basinghall st. Layton, Jun, Southampton buildings, Chancery lane
 Swingle, William, Braybrook, Northamptonshire, Baker. June 27 at 11 at offices of Cave, Sheep market, Market Harborough
 Taylor, William Henry, Penge, Surrey, Doctor. June 12 at 12 at office of Mot, Walbrook
 Textor, Charles Julius, William Henry Aretz, Albert Schroers, and Adolf Bovenschen, Great Winchester at buildings, Merchants. June 23 at 12 at offices of Turquand and Co, Tokenhouse yard. Linklater and Co, Walbrook
 Thackray, Joseph Thomas, Fenton, Staffordshire, Plumber. June 20 at 11 at the Copeland Arms Hotel, Stoke-upon-Trent. Stevenson, Hanley
 Tucker, Henry, and John Charles Seacombe, Cannon st, Tailors. June 18 at 12 at offices of Reed and Lovell, Basinghall at
 Vincent, Lucy Henderson, St Leonard, Devonshire, Widow. June 23 at 11 at offices of Gray, Queen at chambers, Queen st, Exeter. Canpion Walor, George, Turnpin lane, Greenwich, Hatter. June 19 at 3 at 103, Fleet st
 Wetherell, William, Stockton-on-Tees, Durham, Tailor. June 21 at 1.30 at the Griffin Hotel, Leeds
 Whipp, Robinson, Accrington, Lancashire, Grocer. June 26 at 3 at offices of Hall, Queen st, Accrington
 Wilson, Charles, Monmouth, Auctioneer. June 19 at 1 at offices of Williams, Monmouth. Lloyd
 Wright, Thomas, Church Stretton, Salop, Tea Dealer. July 3 at 11
 Wyatt, John Henry, Torquay, Devonshire, Grocer. June 26 at 12 at offices of Carter and Son, Cary buildings, Abbey rd, Torquay

FRIDAY, June 13, 1873.

Appleby, Thomas, Bedford, Foundryman. June 30 at 11 at offices of Tebb, St Peter's green, Bedford
 Appleyard, James, Manchester, Boot Maker. June 25 at 3 at offices of Addleshaw and Warburton, King st, Manchester
 Bacon, Thomas Evans, Lower Kennington lane, Upholsterer. June 23 at 3 at offices of Wade, Clifford's inn, Fleet st
 Barry, James, Richmond st, Southwark, General Dealers. June 20 at 3 at offices of Odry, Trinity st, Southwark
 Bell, Robert, Sheffield, Draper. June 30 at 12 at offices of Mellor and Porrett, Bank st, Sheffield
 Biggs, James, Johnson st, Commercial rd, Clothier. June 24 at 2 at offices of Swaine, Cheapside
 Boddington, George, Northampton, Shoe Manufacturer. June 24 at 2 at offices of Jeffery, Market square, Northampton
 Bridge, Henry, Leeman's hill, Lancashire, Felt Hat Manufacturer. June 24 at 3 at 9 Broad st, Bury. Watson
 Brookes, Thomas, Liverpool, Grocer. June 30 at 2 at offices of Harris, Union court, Castle st, Liverpool
 Bulpit, George, Birmingham, Licensed Victualler. June 24 at 3 at offices of Cotterell, Newhall st, Birmingham
 Carter, Philip Allworth, Mordaunt st, Pallmall rd, Brixton, Assistant to a Horse Dealer. June 28 at 11 at offices of Haynes, Manchester st, Manchester square
 Chamberlain, George, John's terrace, Latimer rd, Hammermith, Tea Dealer. June 30 at 11 at offices of Marsden, Old Cavendish st, Oxford st
 Chamberlain, Samuel, Leicester, Shoe Manufacturer. June 26 at 12 at offices of Harvey, Peckington's walk, Leicester
 Chester, Cornelius, Northampton, Shoe Manufacturer. June 26 at 12 at office of Shoosmith, Newland, Northampton
 Cohen, David, Birmingham, Tailor. June 25 at 11 at offices of Duke, Christ Church passage, Birmingham
 Colebrook, Hannibal, Southtown, Suffolk, Smackowner. June 23 at 12 at the Great Yarmouth Mercantile Association, Old Post Office, Hall Quay, Great Yarmouth. Willshire, Great Yarmouth
 Couch, Joseph Benjamin, Devonport, Devonshire, Baker. June 26 at 11 at offices of Conway and Almond, George st, Plymouth. Greenway and Adams, Plymouth
 Coupass, Alexander Nicholas, Liverpool, Merchant. June 27 at 2 at offices of Harwood and Co, North John st, Liverpool. Lowndes, Liverpool
 Cox, Charles John, Hulme, Manchester, out of business. July 1 at 3 at offices of Sutton and Elliot, Brown st, Manchester
 Croskin, Henry, Wakefield, Yorkshire, Fruiterer. June 27 at 11 at offices of Barrett and Senior, Barstow square, Wakefield
 Dalgleish, Walter James, Warwick lane, Newgate st, Stationer. June 24 at 12 at 18, New City chambers, Bishopsgate st Within. Gascoote
 Davidson, John, Wigan, Lancashire, Joiner. June 28 at 11 at offices of Lees, King st, Wigan
 Davies, Morgan, Newport, Monmouth, Grocer. June 25 at 12.30 at the Queen's Hotel, Newport. Cathcart and Vaughan, Newport
 Edwards, Albert Edwin, Old st, Goswell rd, Licensed Victualler. June 19 at 11 at the George, Old st, Goswell rd. King, Skinner's place
 Elgar, Samuel Hurley, Hythe, Kent, Bootmaker. June 27 at 2 at offices of Smith, Hythe
 Firth, Samuel George, New Wortley, near Leeds, Hay Dealer. June 23 at 2 at offices of Hardwick, Bear lane, Leeds
 Flower, George, Rebon, Newton causeway, Auctioneer. July 2 at 11 at offices of Haigh, Jun, King st, Cheapside
 Foley, Edward, Liverpool, Tailor. June 26 at 3 at offices of Sheen and Broadhurst, North John st, Liverpool. Masters and Fletcher, Liver-
 pool
 Foster, John, Oxford st, Licensed Victualler. June 23 at 12 at offices of Johnson, High st, Marylebone
 Fox, Sam, Heckmondwike, Yorkshire, Boot Manufacturer. June 26 at 11 at the Commercial Inn, Heckmondwike. Longbottom, Halifax
 Goeling, John, Plumstead, Kent, Horse Slaughterer. June 21 at 12 at offices of Buchanan, Basinghall st
 Graham, Harry, Brighton, Sussex, Carver. July 1 at 3 at offices of Brandreth, Middle st, Brighton
 Grier, John, Pontefract, Yorkshire, Wholesale Grocer. July 3 at 2 at the Green Dragon Hotel, Pontefract. Wood, Pontefract
 Hall, Gibson, Sheffield, Grocer. June 26 at 11 at offices of Webster, Hartshhead, Sheffield

Hassall, Henry, Doncaster, Yorkshire, Innkeeper. July 3 at 11 at office of Shirley and Atkinson, Doncaster
 Hatcher, Daniel George, and Robert Atkins, Southampton, Yacht Builders. June 26 at 12 at offices of Coxwell and Co, Gloucester square, Southampton
 Hayward, Junia, Surrey st, Croydon, Bootmaker. June 27 at 2 at offices of Bane, Basinghall st. Watson, Basinghall at
 Higgins, John, Dewsbury, Yorkshire, Book-keeper. June 25 at 3 at offices of Fernandes and Gill, Cross square, Wakefield
 Hoar, Oliver, William Simpson, Southampton, Wine Merchant. July 3 at 3 at offices of Brady and Robins, Portland st, Southampton
 Hollingham, Samuel Minshall, Shiffall, Salop, Auctioneer. June 26 at 2 at the Star Inn, Shiffall. Heane
 Humphreys, Thomas, High st, Shadwell, Cheesemonger. June 26 at 3 at offices of Few and Cole, Borongh High st, Southwark
 Hyman, Charles Isaac, Brushfield st, Spitalfields, Clothier. June 24 at 2 at offices of Barnett, New Broad st
 Jeffery, James, Penhurst, Kent, Gardener. June 23 at 10 at the Angel, Tonbridge. Palmer
 Irving, William McLean, Dempsey st, Stepney, Draper. June 21 at 12 at offices of Marsden, Jun, Gresham buildings, Guildhall
 Johns, Charles, East, rd, Saddler. June 21 at 12 at offices of Wild and Co, Ironmonger lane
 Johnson, John, Little Horton, Yorkshire, Contractor. June 27 at 3 at offices of Messman, Bond st, Bradford
 Jones, John, Nottingham, Bag Hosier. July 1 at 11 at offices of Bailey, Upper Parliament st, Nottingham. Lees, Jun
 Kimpton, Charles Edward, Penge rd, South Norwood, Grocer. July 2 at 2 at offices of Standing, Eastcheap
 King, John, Canonbury rd, Builder. July 1 at 2 at office of Stopher, Coleman st
 Lonsdale, William, Bootle, near Liverpool, Grocer. June 27 at 2 at offices of Etry, Lord st, Liverpool
 Luskdon, William, Halthwaite, Northumberland, Wine Merchant. June 21 at 11 at offices of Britton and Turner, Graingers, West, New-castle-upon-Tyne
 Mattinson, John, Maryport, Cumberland, Butcher. June 28 at 12 at offices of Mason, Duke st, Whitehaven
 McEvoy, John James, Lytham, Lancashire, Watchmaker. June 24 at 12 at offices of Turner and 1 Son, Fox st, Preston
 Morris, Stephen, Bisall Heath, Worcester, Iron Brazier. June 23 at 3 at offices of Barry, Bennett's hill, Birmingham
 Moss, Edward, Preston, Lancashire, Provision Dealer. June 30 at 4 at offices of Forshaw, Cannon st, Preston
 Nadin, Alfred Cutler, Snafield, Sarceon. June 26 at 11 at offices of Singleton, St James' row, Sheffield
 Newcombe, Frederick, New Brighton, Cheshire, out of business. June 27 at 12 at offices of Lowe, Castle st, Liverpool
 Norris, George, Camden Cottage mews, Camden rd, Coal Merchant. June 24 at 12 at office of Daniel, Chancery lanes
 Oaksmith, Appleton, Liverpool, Master Mariner. July 10 at 2 at office of Harris, Union court, Castle st, Liverpool
 Partington, William, Sale, Cheshire, Boot Maker. June 27 at 3 at office of Sampson, St James chambers, South King st, Manchester
 Pavey, Eden, Brighton, out of business. June 27 at 12 at the London Tavern, Bishopsgate st. Carter and Bell, Leadonall st
 Prebble, Joseph, Charlton, Dover, Kent, Grocer. June 30 at 1 at 36, Castle st, Dover. Mowll
 Roberts, Alfred, Sheffield, Attorney-at-Law. June 27 at 3 at offices of Tattershall, Meeting House lane, Sheffield
 Saul, Alfred, Christopher at, Hatton garden, Builder. June 21 at 2 at offices of Walker, Abchurch lane
 Smith, Charles, Old Kent rd, Auctioneer. June 21 at 4 at office of Odry, Trinity st, Southwark
 Springthorpe, Joseph, Hucknall Torkard, Nottinghamshire, Collier. June 27 at 3 at offices of Blackwell, St Peter's Church walk, Notting-
 ham
 Staines, William, Great Hermitage st, Wapping, out of business. June 20 at 2 at 12, Hatton garden. Marshall
 Strong, George, Liverpool, Fishmonger. July 4 at 3 at offices of Lowe, Castle st, Liverpool
 Terry, John Edward, Faversham, Kent, Coachbuilder. July 9 at 12 at offices of Brook and Chapman, Walbrook. Gibson, Sittingbourne
 Tolson, Thomas, and John Fothergill, Dewsbury, Yorkshire, Wool Dealers. June 30 at 3.30 at the Scarborough Hotel, Dewsbury. Scholefield, Batley
 Vafe, Tharypos, Liverpool, Merchant. June 30 at 2 at offices of Harwood and Co, North John st, Liverpool
 Vogt, Georg Heinrich, New rd, Rotherhithe, Baker. June 20 at 3 at office of Chipperfield and Sturt, Trinity st, Southwark
 Waddington, Alexander, Over Darwen, Lancashire, Shopkeeper. June 25 at 10.30 at offices of Hamwell and Co, Bolton rd, Over Darwen
 Ward, William Stiles, Market Harborough, Leicestershire, Carpenter. June 30 at 11 at offices of Cave, Sheep market, Market Harborough
 Welch, Henry, Nanwich, Cheshire, Coach Builder. June 30 at 3 at offices of Martin, Welch row, Nanwich
 Wilson, William, Nottingham, Tailor. July 2 at 11 at the Assembly Rooms, Low Pavement, Nottingham
 Wood, Thomas, Doncaster, Yorkshire, Builder. July 2 at 11 at offices of Shirley and Atkinson, Doncaster
 Wright, Robert, Wigan, Lancashire, Auctioneer. June 26 at 11 at offices of Leigh and Ellis, Arceado, King st, Wigan

TUESDAY, June 17, 1873.

Akers, Charles, Shrewbury, Salop, Beerhouse Keeper. July 2 at 11 at offices of Clarke, Swan hill, Shrewbury
 Alloatt, Edward, New Swindon, Wiltshire, Baker. July 1 at 11 at office of Kinnair and Tombs, High st, Swindon
 Alston, Edward, Blackburn, Lancashire, Ironmonger. July 1 at 11 at the Clarence Hotel, Spring gardens, Manchester. Clough and Polding, Blackburn
 Barnes, John Richard, Richmond, Surrey, Builder. July 2 at 3 at office of Webb and Pearson, Austin Friars
 Bishop, William, Mount Sorel, Leicestershire, Beerhouse Keeper. July 10 at 3 at offices of Bartlett and Son, Mill st, Loughborough
 Bishton, William, Wolverhampton, Staffordshire, Timber Merchant. July 2 at 3 at offices of Barrow, Queen st, Wolverhampton

Black, William, Brigham, Cumberland, Innkeeper. June 23 at 12 at offices of Wicks, Castlegate, Cockermouth.

Booy, Thomas Ayers, Cheltenham, Gloucestershire, Plasterer. June 30 at 12 at offices of Potter, Northfield House, North place, Cheltenham.

Burrow, William, Holly Cross, Wargrave, Berks, Beer-seller. July 1 at 3 at the George Hotel, King st, Reading. Spicer, Great Marlow.

Burrows, Edwin, Bond court, Walbrook, Manufacturers' Agent. June 30 at 12 at office of Jones, South square, Gray's Inn.

Chaplin, Walter, Colchester, Essex, Butcher. July 2 at 4 at offices of Jones, Butt rd, Colchester.

Cobbett, Edmund, Villiers st, Strand, House Decorator. June 30 at 3 at offices of Jones and Co, Queen st, Cheapside.

Coulton, James, Bolton, Lancashire, Provision Dealer. June 30 at 3 at offices of Hall and Rutter, Acresfield, Bolton.

Coverdale, William, New Linthorpe, Yorkshire, Joiner. June 30 at 3 at the Temperance Hotel, Bridge st west, Middlesborough. Bain-bridge, Middlesborough.

Cowper, Alfred, Lower Marsh, Lambeth, Pork Butcher. June 30 at 2 at office of Beyfous and Beyfous, Lincoln's Inn fields.

Cogle, John, Middlesborough, Yorkshire, out of business. June 24 at 11 at office of Dobson, Gosford st, Middlesborough.

Davenport, William Jonathan, Chester, Grocer. June 30 at 3 at offices of Bridgman and Co, Newgate st, Chester.

Dawber, John James, Welton, Lincolnshire, Farmer. July 1 at 11 at offices of Williams, Silver st, Lincoln.

Dearling, John Hammond, Fagham, Sussex, Machine Proprietor. July 2 at 3 at offices of Janman, East Pallant, Chichester.

Edwards, Morton Andrew, Conduit st, Regent st, Goldsmith. June 30 at 12 at offices of Lickorish, Walbrook.

Ellison, Richard, Clayton-le-Moors, Lancashire, Grocer. July 1 at 11 at offices Radcliffe, Clayton st, Blackburn.

Fatt, Martha, Easton rd, Gasfitter. July 10 at 3 at offices of Heathfield, Lincoln's Inn fields.

Felder, Henry Harvey, Devonport, Devonshire, Painter. July 1 at 11 at offices of Beer and Randle, Ker st, Devonport.

Forinton, Charlier, Butterwick, Lincoln, Publican. June 26 at 12 at offices of Dyer, Church lane, Boston.

France, Henry, Fenchurch st, Provision Merchant. July 7 at 11 at offices of Lowless and Co, Martin's lane, Cannon st.

Gardner, Edward Ernest, Brighton, Sussex, Stock Broker. June 30 at 12 at offices of Woods and Dempster, Ship st, Brighton.

Garland Charles, Vercrooye, Liverpool, Schoolmaster. July 4 at 11 at offices of Lowe, Castle st, Liverpool.

Garner, William Thomas, Willenhall, Staffordshire, Brass Founder. July 1 at 11 at offices of Slater, Bulcroft, Darlaston.

Godden, John, Wednesbury, Staffordshire, Ironmonger. June 30 at 12 at the Acorn Hotel, Temple st, Birmingham. Crowther, Kidderminster.

Grey, Blanche, Liverpool, Draper. July 9 at 3 at offices of Gibson and Bolland, South John st, Liverpool. Ritton, Liverpool.

Griffiths, Morgan, Clydach, Glamorganshire, Grocer. June 30 at 11 at 5, Rutland st, Swansea.

Hartle, Robert, Bromsgrove, Worcestershire, Butcher. July 1 at 10 at the Dog and Pheasant Inn, Worcester st, Ednam, Birmingham.

Hill, John, Birmingham, Ironfounder. June 25 at 12 at office of Southall and Co, Newhall st, Birmingham.

Hodgson, Rice Joseph, Balham, Surrey, Clerk in Holy Orders. July 9 at 11 at offices of Jones, Bank buildings, Wandsworth.

Horne, Richard, Newark-upon-Trent, Nottingham, Cabinet Maker. July 10 at 12 at the Ram Hotel, Castle Gate, Newark-upon-Trent. Ashley.

Houlden, Edmund, Leeds, Wool Merchant. June 27 at 11 at offices of Hypps, Bank st, Leeds.

Hutton, Edward, Hartlepool, Durham, Chemist. June 30 at 1 at offices of Strover, Borough buildings, Hartlepool.

Kuner, Isidor, Bienenavon, Monmouth, Watchmaker. June 30 at 1 at offices of Tribe and Co, High st, Newport. Gibbs, Newport.

Kynnersley, Thomas, Birmingham, Boot Manufacturer. June 30 at 1 at offices of Edwards, Waterloo st, Birmingham.

Latter, Alfred, Waltham Cross, Hertford, Ironmonger. July 1 at 3 at offices of Marshall, Lincoln's Inn fields.

Levy, Joseph Goodman, Birmingham, Draper. June 25 at 4.30 at offices of Parry, Bennett's hill, Birmingham.

Lockwood, John William, Leeds, Grocer. June 25 at 11 at offices of Booth and Co, East Parade, Leeds.

Love, Henry, South Marston, Wiltshire, Farmer. July 1 at 2 at offices of Kinneir and Tombs, High st, Swindon.

Low, Abraham, Jun, and William Hazell Morgan, Marsh gate, Hackney, Cattle Dealers. June 26 at 12 at offices of Silberberg, Cornhill.

Lubin, John, Bristol, Fishmonger. June 30 at 11 at office of Ward, Broad st, Bristol.

Manns, James, Salisbury, Wilts, Pork Butcher. June 30 at 3 at the Market House, Salisbury.

Martinelli, Frederick, and Richard Fleming, Old st, St Luke's, Ironmongers. June 30 at 2 at offices of Greatorex, Chancery lane.

May, William, Woolhampton, Berks, Baker. June 27 at 11 at the Great Western Hotel, Reading. Lucas, Newbury.

Merrett, Henry, Hastings, Sussex, Licensed Victualler. July 7 at 4 at offices of Howell, Cheapside.

Merryweather, William, John Merryweather, and Thomas Merryweather, North Ormsby, Yorkshire, Drapers. June 27 at 3 at office of Dobson, Gosford st, Middlesborough.

Michell, Charles William, Huddersfield, Yorkshire, Commission Agent. June 27 at 11 at offices of Ramsden, John William st, Huddersfield.

Morton, James, Halifax, Yorkshire, Engineer. June 27 at 11 at offices of Longbottom, Waterhouse st, Halifax.

Moseley, James, Liscard, Cheshire, Draper. June 30 at 3 at offices of Ponton, Vernon chambers, Vernon st, Liverpool.

Paisford, Thomas Henry, Loughborough rd, North Brixton, Builder. June 26 at 3 at offices of Baxter, King st, Cheapside. Durant, Basinghall st.

Randall, John Henry, White Rothing, Essex, Farmer. July 3 at 11 at offices of Evans and Co, John st, Bedford row.

Robinson, Robert, Middlesborough, Yorkshire, Grocer. June 27 at 11 at office of Dobson, Gosford st, Middlesborough.

Robinson, William Isaac, Tealby, Lincolnshire, Beerhouse Keeper. July at 11 at offices of Rhodes and Sons, Market Reason.

Sayer, John Barnes, Sittingbourne, Kent, Draper. July 2 at 11 at offices of Gibson, High st, Sittingbourne.

Shipley, William, Jun, Ashborne, Derbyshire, Chemist. June 27 at 3 at the Midland Hotel, Derby. Hollist, Ashborne.

Simon, Phillip Jacob George, and Henry Charles Zyrff, Basinghall st, Merchants. June 30 at 2 at offices of Anderson and Sons, Ironmonger lane.

Sprange, Henry Napoleon, Water lane, Tower st, Cotton Dealer. June 30 at 11 at offices of Buchanan, Basinghall st.

Stansfield, James, Manchester, Commission Agent. June 23 at 3 at the Bull Hotel, Burnley (in lieu of the place originally named).

Stride, John, and William Stephen Stride, West Smithfield, Bunkers. July 10 at 3 at the Cannon at Hotel. Lawrence and Co, Old Jewry chambers.

Tatham, Young, Huddersfield, Yorkshire, out of business. June 36 at 3 at the Cherry Tree Inn, Railway st, Huddersfield. Story, Halifax.

Thompson, Charles, West Hartlepool, Durham, Grocer. June 23 at 11 at 13, Church st, West Hartlepool. Turnbull.

Take, Nicolas William Neilson, Welwyn, Hertfordshire, no occupation. June 23 at 3 at offices of Wade and Co, Hitchin.

Trice, John, Richmond, Surrey, Saddler. June 27 at 12 at the Guildhall Tavern, Gresham st. Wild and Co, Ironmonger lane.

Turner, Thomas, Preston, Lancashire, Builder. June 27 at 2 at offices of Cunliffe and Watson, Winkley st, Preston.

Walker, William, East Retford, Notts, Hoaxer. July 3 at 12 at office of Marshall and Sons, East Retford. Besoby, East Retford.

Ward, Isaac, Ulzetter, Staffordshire, Builder. July 1 at 1 at offices of Cooper and Chaworth, Uttoxeter.

Wetters, Adolphus Charles, Willingham, Lincolnshire, Schoolmaster. June 25 at 11 at the King's Arms, High st, Lincoln.

Wright, Samuel, Old Hill, Staffordshire, Tailor. June 30 at 11 at offices of Shakespeare, Church st, Oldbury.

TRENT COLLEGE.

Post Town, NOTTINGHAM.—Station, TRENT.

Head-Master.—Rev. T. F. FENN, M.A., Trin. Coll. Cambridge.

Terms for Board and Tuition, £10 a year.

In December last 27 Boys passed the Local Examination of the University of Cambridge, of whom 7 gained Honours, and 4 were specially distinguished; 10 had previously passed the Oxford Local.

Boys from Trent have passed the Examinations of the Royal College of Surgeons, the Incorporated Law Society, and the Royal Pharmaceutical Society, and have taken good places at the older Public Schools.

Every Boy as he rises in the school is prepared for the Cambridge Local Examination. There are special Classes—Classical for Boys competing for Entrance Scholarships at the great Schools; and English and Commercial for Boys intended for business. There is a good Cricket-ground of above 8 acres, giving a good Wicket for every Boy. Swimming Lessons are given all the year round, either in the tepid indoor Bath, or in the large outdoor one. "Everything that can contribute to the health and comfort of the Boys is provided unsparingly."—Report of Cambridge Syndicate.

Applications for admission after the Summer Holidays should, if possible, be made before July 1.

MALVERN COLLEGE.

President and Visitor.—The LORD BISHOP OF WORCESTER.

Head Master.—The Rev. ARTHUR FABER, M.A., late Fellow and Tutor of New College, Oxford.

There are TWO DEPARTMENTS—the CLASSICAL and the MODERN. Pupils are trained for the Universities, the Civil and Military Examinations, and the Professions.

There is a LOWER SCHOOL preparatory to either Department, a Gymnasium, &c.

There are Five Boarding Houses within the College Grounds, occupied by the Head Master and four of his resident staff.

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Annual Examination for SCHOLARSHIPS (including at least two of £50 per annum) in December.

For further information, apply to the Head Master.

The next Term will begin on Friday, September 19th.

INCORPORATED LAW SOCIETY.—INNS OF COURT, UNIVERSITIES, H.M. CIVIL SERVICES.

Pupils prepared for the Examinations by Mr. WILL GRIFFITH, Barrister, author of the "Institutes of Equity." 10 a.m.—4 p.m., 77, Chancery-lane, W.C.; London: and 6 p.m.—10 p.m., 25, Gulliford-street, Russell-square, W.C., London.

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CARR'S, 265, STRAND.—Dinners (from the joint) vegetables, &c., 1s. 6d., or with Soup or Fish, 2s. and 2s. 6d. "If I desire a substantial dinner of the joint, with the agreeable accompaniment of light wine, both cheap and good, I know only of one house, and that is in the Strand, close to Dame Inn. There you may wash down the roast beef of old England with excellent Burgundy, at two shillings a bottle, or you may be supplied with half a bottle for a shilling."—All the Year Round, June, 18, 1866, page 440.

The new Hall lately added is one of the handsomest dining-rooms in London. Dinners (from the joint), vegetables, &c., 1s. 6d.

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